



## CONTRACT DATA

The contract data of this contract are:

C1.2.1 Conditions of Contract, which comprise the

C1.2.1.1 Standard Professional Services Contract

C1.2.1.2 Rules of Conduct for Registered Persons: Engineering Profession Act, 2000 (Act No. 46 of 2000)  
(Government Gazette No. 28605, 17 March 2006, Board Notice 15 of 2006).

C1.2.1.3 Code of conduct of Registered Persons: Project and Construction Management Professions Act, 2000  
(Act No. 48 of 2000)

C2 Part Pricing Data

C1.2.2 Part 1: Data provided by the Employer,

C1.2.1 General Conditions of Contract

The Standard Professional Services Contract (July, 2009) published by the Construction Industry Development Board and the Nkangala District Municipality's Supply Chain Management Policy are applicable to this contract. However in case of any ambiguity, the Emakhazeni Local Municipality's Supply Chain Management Policy takes precedence.

Copies of these conditions of contract may be obtained from the Construction Industry Development Board's website [www.cidb.co.za](http://www.cidb.co.za), the Engineering Council of South Africa (ECSA)'s website [www.ecsa.co.za](http://www.ecsa.co.za) and the South African Council of Project and Construction Management Professions (SACPCMP)'s website [www.sacpcmp.ca.za](http://www.sacpcmp.ca.za).

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



### C1.2.2 Part 1: Data provided by the Employer

Clause	Data
3.4	<p>The Employer is the: <b>Thembisile Hani Local Municipality</b></p> <p>The Employer's address for receipt of communications is:            Telephone: 013 986 9100 Facsimile: 013 986 0995            Address: Stand No 24c Opposite Police Station, Mthombomuhle eMpumalanga, 0458</p> <p>The Employer's agent responsible for respective projects will be indicated in the appointment letter furnished by the Employer.</p>
3.4.1	<p>1. Written acceptance of the appointment letter is required not later than <b>three (3) days</b> from the date of the letter.</p> <p>2. All written correspondence, including monthly reports that must be submitted by the 25<sup>th</sup> of every month (except payment certificates), must be submitted to the Municipal Manager, Nkangala District Municipality's Offices, 2A Walter Sisulu Street, Middelburg, for the attention of the General Manager, Technical Services as indicated in the appointment letter.</p> <p>3. Within five (5) working days after tender closure, the Consultant must submit all the tender documents and a tender evaluation report in electronic format and a paper copy to the Divisional Manager: Supply Chain Management in the Employer's format.</p>
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 7 days of becoming aware of any event including those described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.
3.12.1	The penalties will be indicated in the performance agreement that forms part of the appointment letter.
3.12.2	The notice of termination shall be seven (7) calendar days.
3.15.1	The Service Provider is required to submit a detailed schedule for the execution of the project within one (1) week of acceptance of appointment. This detailed schedule must indicate the time-frames within which the different stages and activities, to be executed in connection with the project, will be completed. The approval of the Employer's agent must be obtained for this program. It is required that the software programme "MS Project" and format be used for the scheduling and managing of the project.
3.16.1	The time-based fees shall not be adjusted for inflation.
4.2	The Service Provider on any matter, having properly referred in writing a request for a decision to the Employer's agent stipulated in the appointment letter, shall within 7 days escalate the matter to the Head of Department for Technical Services.

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	The Service Provider on any matter, having properly referred in writing a request for a decision to the Head of Department for Technical Services letter, shall within 7 days escalate the matter to the Accounting Officer.
4.3.2	The Employer's delegation of authority is stipulated in local government legislation, in the approved Council's resolution of Delegated Powers, the Supply Chain Management Policies, the Accounting Officer's issued Briefs and in the appointment letter.
4.6	The Service Provider shall receive instructions in writing only from the Employer or his designated representative.
4.7	5% of professional fees will be retained and will only be released upon receipt and approval of the completion report.
5.1	<p>The duties to be performed by Service Provider (i.e. the Consulting Engineer) is to evaluate received tender documents for capital projects using the following process:</p> <ul style="list-style-type: none"> <li>• Determination of whether or not the tender offer is complete.</li> <li>• Determination of whether or not the tender offer is responsive.</li> <li>• Determination of the reasonableness of the tender offer.</li> <li>• Awarding of points for the financial offer.</li> <li>• Confirmation of the eligibility of preferential points claimed by the tenderer.</li> <li>• Ranking of the tenderer according to the total points (Quality + Financial + Preferential) accumulated.</li> <li>• Performance of risk analysis per tenderer.</li> <li>• Submit final report with supporting information</li> </ul> <p>In addition to the services described in your tender, the following will be regarded as normal services:</p> <ul style="list-style-type: none"> <li>• Liaison with the Employer</li> <li>• Confirmation of the process to be followed during evaluation</li> <li>• Progress reports on weekly basis.</li> </ul>
5.4	<p>The Service Provider is required to provided the following insurances:</p> <p>1. Insurance against Professional indemnity</p> <p>Cover is: R 1000 000 per claim and the number of claims unlimited. Period of cover: Duration of project</p>
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> <ol style="list-style-type: none"> <li>1. Change any one of the approved personnel upon which the contract was awarded.</li> <li>2. The issuing of cessions by the Consulting Engineer, contractor or any service provider is expressly prohibited except if and when prior written approval of the Nkangala District Municipality under the signature of the Municipal Manager for the issue of a cession has been requested and obtained.</li> <li>3. Written approval must be obtained from the Employer's agent before the commencement of each stage of the normal and additional services. Each stage must be completed in full before the following stage is commenced with. Written approval to deviate from this stipulation must be obtained from the Employer's agent.</li> </ol>

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5.7	On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 7 Days thereof give notice to the Employer.
7.1	<p>The Service Provider is required to provide, together with the acceptance letter, the name of a suitably experienced and qualified person, professionally registered with the Engineering Council of South Africa (ECSA) to accept professional responsibility for the project. This person will also be required to sign all documentation, reports and payment certificates for that particular project.</p> <p>The Service Provider (i.e. the Consulting Engineer) is required to provide, together with the acceptance letter, the name of a suitably experienced and qualified person, the name of the responsible person who shall be accepting the appointment as the Occupational Health and safety (OHS) Agent on behalf of the Employer and who shall be accountable under a separate letter of appointment outlining his role, responsibilities and authority in terms of the OHS Act and the Construction Regulations on that particular project.</p> <p>The Client will not be responsible for any overtime worked by or overtime payments made to service provider personnel.</p>
8.1	The Service Provider has to commence immediately upon acceptance of the appointment.
8.2.3	The Service Provider shall within 7 Days of becoming aware that a delay may occur or has occurred, notify the employer of his intention to make a request for the extension of the period of Performance to which he considers himself entitled and shall within 7 days after the delay ceases deliver to the Employer full and detailed particulars of the request. The Service Provider loses the right to claim by not adhering to these time frames.
8.4.1	The employer may terminate the Contract, over and above what is stipulated in the General Conditions of Contract, if the Service Provider (i.e. the Consulting Engineer) does not perform in accordance with the performance agreement that forms part of the appointment
8.4.2	The Employer shall give the Service Provider not less than seven (7) Days written notice of any termination made in terms of 8.4.1.
8.5	The Employer reserves the right not to appoint Service Provider for 12 months from the date of termination whose contract was terminated due to non-performance.
9	The <b>Employer</b> 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 <b>CONSULTANT</b> in respect of this contract, whether wholly or partly, in connection with, or incidental, to this contract and which may relate to, or be in connection with, or be useful to the business carried out by the <b>COUNCIL</b> . Such patents or copyrights are not limited to any particular area or country and the <b>COUNCIL</b> reserves the right to alter, modify, adapt or change any designs, processes or methods or any such patents or copyrights. All such documents in whatever format, inventions, designs, discoveries, improvements as made, discovered or conceived by the <b>CONSULTANT</b> shall be handed over to the <b>COUNCIL</b> on completion of the project. The <b>CONSULTANT</b> may not include any company logo or other company details on or in any documents prepared for and on behalf of the <b>COUNCIL</b> .

Tenderer

Witness 1

Witness 2

Employer

Witness 1

Witness 2



12	Settlement of disputes is to be in terms of the Supply Chain Management Policy of the Nkangala District Municipality.
14.2	Service providers will be paid within 30 calendar days from the date of receipt of correct invoice (as per the Employer's fee format and signed by the responsible person) by the Employer.  All payment claims must be submitted to the Municipal Manager, Thembisile Hani Local Municipality's Offices, Stand No 24c Mthombomuhle, eMpumalanga ,0458, for the attention of the Executive Manager, Technical Services as indicated in the appointment letter.
15	The interest rate will be prime interest rate of the employer's bank at the time that the amount is due
	The additional conditions of contract are:  1.The Service provider (i.e. the Consulting Engineer)'s appointment is subject to a performance agreement (that includes monitoring progress against the milestones contained in the approved programme and application of the conditions of contract)  2. Failure to submit the letter of acceptance and/or the detailed schedule timeously, will result in the appointment lapsing immediately.

*Tenderer*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**PART 1: DATA PROVIDED BY THE SERVICE PROVIDER**

1.	The Service Provider is ..... Address: ..... Telephone: ..... Facsimile: .....																		
2	The authorised and designated representative of the Service Provider is: Name: ..... The address for receipt of communications is: Telephone: ..... Facsimile: ..... Address: .....																		
3	The Key Persons and their jobs / functions in relation to the services are: <table border="1" data-bbox="293 1146 1437 1494"><thead><tr><th>No</th><th>Name</th><th>Specific Duties</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	No	Name	Specific Duties															
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