



KOUGA LOCAL MUNICIPALITY

APPOINTMENT OF SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDERS (PSP'S) FOR THE DESIGN AND IMPLEMENTATION OF THE UPGRADING OF SPORTS FACILITY IN LOERIE

TENDER NO: 235/2021

OCTOBER 2021

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
E-MAIL		
CLOSING DATE	MONDAY, 22 NOVEMBER 2021 AT 12H00	

ISSUED BY:

Kouga Local Municipality

Physical Address:
33 Da Gama Road
Jeffreys Bay

Postal Address:
P O Box 21
Jeffrey Bay
6330

PREPARED BY:

Directorate: Infrastructure and Engineering

Kouga Local Municipality

Physical Address:
33 Da Gama Road
Jeffreys Bay

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TENDER

PART 1 (OF 2): TENDERING PROCEDURES

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T1.1: TENDER NOTICE AND INVITATION TO TENDER**KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: INFRASTRUCTURE AND ENGINEERING
NOTICE NO: 235/2021****APPOINTMENT OF SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF THE UPGRADING OF SPORTS FACILITY IN LOERIE**

Suitably qualified, capable and experienced service providers are hereby invited to submit tenders for the Design and Implementation of the upgrading of Sport Facility in Loerie.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from Friday, 22 October 2021. After downloading the tender document from the website each prospective bidder, **MUST** email their contact details to tenders@kouga.gov.za and copied to infrastructuretenders@kouga.gov.za.

A compulsory virtual clarification session will be arranged for those that have shown interest in bidding for this project on the **04 November 2021 @ 14h00**. A request to attend or join the virtual clarification session **MUST** be sent to tenders@kouga.gov.za and copied to infrastructuretenders@kouga.gov.za before **the 03 November 2021**. **Any RSVP or show of interest, received after the 03 November 2021 will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered. (Detail of this is in the tender document)**

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80/20 point scoring system.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved a in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- The Guidelines for locally produced goods or locally manufactured goods with a stipulated minimum threshold where applicable will be applied.
- A valid SARS Tax compliance Status pin to be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- In order to claim Preference points a valid originally or certified B-BBEE Status level Verification certificate or a Sworn Affidavit completed on the DTI format must be submitted to validate the claim.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission must be 120 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Enquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to infrastructuretenders@kouga.gov.za.

Completed documents in a sealed envelope endorsed "**NOTICE NO: 235/2021: "APPOINTMENT OF SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF THE UPGRADING OF SPORTS FACILITY IN LOERIE"**", must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **MONDAY, 22 NOVEMBER 2021 at 12:00.**

C. DU PLESSIS
MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald – 22 October 2021

Municipal Website/ Municipal Notice Boards in all offices/areas – 22 October 2021

T1.2: TENDER DATA

The Standard Professional Services Contract (latest) contained in the CIDB shall apply to this bid. The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions of Tender make 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 Standard Conditions of Tender.

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

Clause	Wording / Data
F.1.1	The Employer is the Kouga Local Municipality.
F.1.2	<p>The Tender Documents issued by the Employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 – Tender notice and invitation to tender T1.2 – Tender Data</p> <p>Part T2: Returnable Documents T2.1 – List of Returnable Documents T2.2 – Returnable Schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data C1.1: Form of Offer and Acceptance C1.2: Contract Data</p> <p>Part C2: Pricing Data C2.1: Pricing Instructions C2.2: Pricing Schedule and Quantities</p> <p>Part C3: Scope of Works C3.1: Employers Objective C3.2: Site Location C3.3 Site Conditions C3.4: Proposed Site Layout C3.5: Extent of the Services C3.6: General Scope of Works</p>
F.1.4	<p>Kouga Local Municipality's contact details are as follows:</p> <p>Name: Jacques du Toit Address: 33 Da Gama Road, Jeffreys Bay Tel: 042 200 2200 E-mail: infrastructuretenders@kouga.gov.za</p>

Clause	Wording / Data																								
F.1.5.1	The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a Bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.																								
F.2.1	<p>Add the following:</p> <p>Only tenderers who have, in their employment, suitably experienced and qualified Key Persons who will be available for the execution and completion of the project are eligible to submit tenders.</p> <p>The Key Person shall be:</p> <table><tr><th>Discipline / Service</th><th>Minimum Qualification</th><th>Experience (Medium Complexity projects as a minimum requirement)</th></tr><tr><td>Project Manager / Principal Agent</td><td>Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).</td><td>8 years' experience in civil projects.</td></tr><tr><td>Quantity Surveyor</td><td>Registered with SACQSP or equivalent</td><td>5 years' experience in building projects.</td></tr><tr><td>Architect</td><td>Professional Architect / Technologist, registered with SACAP.</td><td>5 years' experience in building projects.</td></tr><tr><td>Civil Engineer</td><td>Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).</td><td>5 years' experience in civil projects.</td></tr><tr><td>Electrical Engineer</td><td>Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).</td><td>5 years' related experience</td></tr><tr><td>Structural Engineer</td><td>Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).</td><td>3 years' experience in structural related projects.</td></tr><tr><td>Occupational Health and Safety</td><td>SACPCMP Registered.</td><td>5 years relevant experience.</td></tr></table> <p>The above personnel are to be in the permanent employ of the Bidder or if not, appropriate Sub Consultancy Agreements (agreement signed between the parties for specialized services to be tendered for the contract) or a signed Letter of Intent to enter into a Sub Consultancy Agreement must be submitted with the tender. The Key Staff must be available to execute the required duties and the responsibilities on this</p>	Discipline / Service	Minimum Qualification	Experience (Medium Complexity projects as a minimum requirement)	Project Manager / Principal Agent	Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).	8 years' experience in civil projects.	Quantity Surveyor	Registered with SACQSP or equivalent	5 years' experience in building projects.	Architect	Professional Architect / Technologist, registered with SACAP.	5 years' experience in building projects.	Civil Engineer	Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).	5 years' experience in civil projects.	Electrical Engineer	Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).	5 years' related experience	Structural Engineer	Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).	3 years' experience in structural related projects.	Occupational Health and Safety	SACPCMP Registered.	5 years relevant experience.
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Occupational Health and Safety	SACPCMP Registered.	5 years relevant experience.																							

Clause	Wording / Data
	<p>project, should the bidder's offer be accepted.</p> <p>Bidders must provide proof of the Key Persons' <u>experience</u> in a <u>detailed and project specific</u> Curriculum Vitae (refer to Schedule 3B: List of Key Personnel of the Returnable Schedules).</p>
F.2.7	<p>A compulsory virtual clarification session will be arranged for those that have shown interest in bidding for this project on the 04 November 2021 @ 14h00. A request to attend or join the virtual clarification session MUST be sent to tenders@kouga.gov.za and copied to infrastructuretenders@kouga.gov.za before the 03 November 2021. Any RSVP or show of interest, received after the 03 November 2021 will not be considered. If you did not RSVP by sending a request to attend or join the virtual clarification meeting before the due date, your bid will not be considered.</p>
F.2.12	No alternative offers will be considered.
F.2.13.1	<p>Bidders may only offer to provide services or supplies identified in the contract data to complete the Whole Works</p> <p>The amount reflected on the Form of Offer takes precedence over any other Total Amount indicated elsewhere in the bidder's tender submission. If the Form of Offer does not state a value or figure, the bidder will be regarded as NOT having made an offer.</p> <p>The Tender Document is not to be disassembled. Any additional Returnables, CV's etc. are to be submitted in a separate ring-bound document properly indexed for ease of cross-referencing to the original tender document.</p> <p>The original tender offer shall be submitted without any copies.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
F.2.13.5	The Employer's address for delivery of tender offers and identification details is as per the Bid Advert and Invitation to Bid (T1.1).
F.2.13 / F.3.5	A two-envelope procedure <u>will not</u> be followed.
F.2.15	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p> <p>Bid closing: it is the responsibility of the bidders to ensure that bid documents/proposals are submitted on or before closing time and at the correct location.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place/location and time as the municipality will not be held responsible for wrong delivery.</p>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.16	The tender offer validity period is as per Bid Advert and Invitation to Bid (T1.1).

Clause	Wording / Data
F.2.19	Access shall be provided for the following inspections, tests and analysis: Borrow pit testing and any verification of geotechnical data.
F.3.4.1 F.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be as per Bid Advert and Invitation to Bid (T1.1).
F.3.8.2	<p>Amend the contents of Clause F.3.8.2 to read as follows:</p> <p>“A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviations or qualification.</p> <p>A material deviation or qualification is one which, in the employer's opinion, would:</p> <ul style="list-style-type: none"> (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, (b) significantly change the employer's or the Bidder's risks and responsibilities under the contract, (c) affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified, (d) indicate that the Bidder or tender does not comply with all the legal and statutory requirements, or (e) result in the Bidder not meeting the minimum points for functionality. <p>In addition to the above and in compliance with the requirements of Clause F.2.1, should the Bidder fail to offer the specified Key Person or should the Key Person so offered fail to comply with the minimum requirements regarding experience and qualifications, the tender shall be eliminated.</p> <p>MINIMUM CRITERIA</p> <p>Bidder are required to demonstrate their ability to undertake the work and provide proof of experience and expertise to undertake a project of this nature. Bidder are therefore required to meet the minimum criteria as listed below. The onus rests on the Bidder to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, such as proof of qualifications and registration, it will be considered that the minimum criteria has not been met and the tender will be considered non-responsive.</p> <p>A non-responsive tender offer will be rejected and not allowed to subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>

Clause	Wording / Data		
	The minimum criteria for the Key Persons are as follows:		
	Discipline / Service	Minimum Qualification	Experience (Medium Complexity projects as a minimum requirement)
	Project Manager / Principal Agent	Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).	8 years' experience in civil projects.
	Quantity Surveyor	Registered with SACQSP or equivalent	5 years' experience in building projects.
	Architect	Professional Architect / Technologist, registered with SACAP.	5 years' experience in building projects.
	Civil Engineer	Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).	5 years' experience in civil projects.
	Electrical Engineer	Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).	5 years' related experience
	Structural Engineer	Professional Engineer / Professional Technologist / Professional Technician registered with the Engineering Council of South Africa (ECSA).	3 years' experience in structural related projects.
	Occupational Health and Safety	SACPCMP Registered.	5 years relevant experience.
F.3.9.1	<p>Add a new bullet : “In the event of there being any rate or rates which are declared to be an unacceptable commercial risk by the Employer, the Bidder will be requested –</p> <p>(a) to justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained,</p> <p>and subsequently to consider amending and adjusting such rate or rates while retaining the Tender Total derived under sub-clause F.3.9.2 (c) unchanged and fixed. It must be understood that in the event of the Bidder refusing to adjust any rate or rates to the satisfaction of the Employer, such refusal may prejudice his Tender.”</p>		
F.3.13.1	<p>Tender offers will only be acceptable if:</p> <p>a) the Bidder has completed and signed Form 1B (Certificate of Authority for Signatory) if applicable;</p> <p>b) the Form of Offer is duly completed and signed (Note: Any correction must be signed by the authorised signatory);</p> <p>c) all relevant certified information is submitted with the Tender;</p>		

Clause	Wording / Data
	<p>d) all other Tender Conditions are complied with.</p> <p>Add the following:</p> <p>Note that the successful Bidder will be required to submit a valid Letter of Good Standing from the Compensation Commissioner within 21 days of receipt of Letter of Award.</p>
	<p><u>Bid Closing</u>: it is the responsibility of the bidder(s) to ensure that the bid document/proposals are submitted before or on closing time and the correct location as the municipality will not take responsibility for any wrong delivery.</p> <p>Bidders who use courier services are responsible to ensure delivery is at the correct place /location and time.</p>
	<p>The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in the bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as NOT having made an offer.</p>
F.3.17	<p>The number of copies of the signed contract to be provided by the employer is one.</p>

TENDER

PART 2 (OF 2): RETURNABLE DOCUMENTS

T2.1	List of Returnable Documents	12
T2.2	Returnable Documents	13

T2.1: LIST OF RETURNABLE DOCUMENTS

The original completed tender document excluding Drawings, shall be returned with all the required information supplied, duly completed in non-erasable ink in all aspects.

The following documents and schedules are to be completed and returned, as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that Bidders submit, return, complete and sign **all the information, documents and schedules, as requested.**

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)

- 1A Status of Concern Submitting Tender
- 1B Authority for Signatory
- 1C Certificate of Attendance at Clarification Meeting
- 1D Declaration of Interest in Tender of Persons in Service of the State
- 1E Compulsory Enterprise Questionnaire
- 1F Declaration of Bidder's Past Supply Chain Management Practises
- 1G Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 - compulsory
- 1H Schedule of Work Satisfactorily carried out by the Bidder for Private Clients or Organs of State
- 1I Schedule of Contracts Awarded to Bidder by Organs of State
- 1J Company Information Required for Tenders greater than R 5 million
- 1K Certificate of Independent Bid Determination
- 1L Proposed Amendments
- 1M Proof of Registration with the Supplier Database
- 1N Quality Assurance Certification
- 1O Proof of Professional Indemnity Insurance
- 1P Proof of Registration with Professional Bodies

2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (To be attached with submission)

- 2A Original Valid Tax Clearance Certificate
- 2B Municipal Billing Clearance Certificate
- 2C B-BBEE Status Level Certificates / Consolidated Scorecard
- 2D Form MBD 6.2 Declaration certificate for local production and content for designated sectors

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- 3A Record of Addenda to Tender Documents
- 3B List of Key Personnel
- 3C Declaration Concerning Fulfilment of the Construction Regulations
- 3D Schedule of Proposed Subcontractors
- 3E Proposed Work Programme

4. OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Disclosure Statement
- C2.2 Bill of Quantities

T2.2: RETURNABLE DOCUMENTS

1A: STATUS OF CONCERN SUBMITTING TENDER
--

1. General

State whether the Bidder is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company

Private Company

Closed Corporation

Partnership

Sole Proprietary

Joint Venture

Co-operative

2. Information to be provided (Attached to the tender)

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	Closed Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members
2	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Copies of: a) CIPRO CM 1 – Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) CIPRO CM 39 – Notice of Change of Directors for private companies d) Shareholders Certificates of all Members of the Company.
3	Private Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, shares are held by another Closed Corporation or company with, or without, share capital	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	Public Company incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement by the Company's Secretary confirming that the Company is a Public Company. Copy of CM 29
5	Sole Proprietary or a Partnership	Certified Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership

If the Tendering Entity is a:		Documentation to be submitted with the tender
		Copy of the Partnership agreement
6	Co-operative	CIPRO CR 2 – Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB 1 (or RDB 2 as applicable) of the tender document: MBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

Note:

- (i) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- (ii) Include a copy of the Certificate of Change of Name (CM 9) if applicable. No. CM 9: name change certificate will be accepted as proof alone, for registration.

3. Bidders Must Register for VAT or be Registered for VAT Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)

(Make an X in the appropriate space below)

Yes

☐

No

☐

REGISTRATION NO:

1B: AUTHORITY FOR SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture / Consortium	D Sole Proprietor	E Close Corporation

A Certificate for Company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board (copy attached) taken on 20....., * Mr / Ms acting in the capacity of, and who will sign as follows: be, and is hereby authorized to sign the tender and all documents and correspondences in connection with this tender as well as any contract resulting from it on behalf of the company.

As witnesses:

1. Chairman:
2. Date:

NAME	CAPACITY	SIGNATURE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

B Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
 hereby authorize * Mr / Ms, acting in the
 capacity of, and
 who will sign as follows: be, and is hereby
 authorized to sign the tender and all documents and correspondences in connection with this tender as well
 as any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

C Certificate for Joint Venture or Consortia

We, the undersigned, are submitting this tender offer in a * Joint Venture / Consortium and hereby authorise
 * Mr / Ms, acting in the
 capacity of lead partner, and who will sign as follows: be, and
 is hereby authorized to sign the tender and all documents and correspondences in connection with this tender
 as well as any contract resulting from it on behalf of the company.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of
 all partners to the * Joint Venture / Consortium.

NAME OF FIRM	ADDRESS	% OF CONTRACT VALUE	AUTHORISING SIGNATURE, NAME AND CAPACITY
(Lead Partner):			

Note:

* Delete which is not applicable.

This resolution must be signed by all the Members / Partners of the Bidding Enterprise.

Should the number of Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

D Certificate for Sole Proprietor

I,, hereby confirm that I am
the sole owner of the business trading as

As witnesses:

1. Signature:
2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

hereby authorize * Mr / Mrs, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note:

* Delete which is not applicable.

This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise.

Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

1C: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Bidder)

of

.....
 (address)

was represented by the person(s) named below at the compulsory meeting held for all Bidders at

..... (location) on

..... (date), starting at (time).

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting on behalf of **the Bidder**:

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above persons at the meeting is confirmed by the **Employer's Representative**, namely:

Name Signature

Capacity Date & Time

1D: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE

1. Where the Bidder is a natural person, state / declare whether the Bidder or an employee is in the service of the state, or has been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

If so and where applicable, state the date of resignation:

.....

2. Where the Bidder is not a natural person, state / declare whether any of its directors, managers, principal shareholders or stakeholders is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

3. State / declare whether a spouse, child or parent of the Bidder or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is in the service of the state, or have been in the service of the state during the past twelve months.

YES / NO (INDICATE)

If so, state particulars:

.....

4. State / declare whether the Bidder or any of its directors, managers, shareholders, stakeholders or employees referred to in subparagraph 2 is a person who is an advisor or consultant contracted with the municipality or municipal entity.

YES / NO (INDICATE)

If so, state particulars:

.....

5. State / declare whether the Bidder or any of its directors, managers, shareholders or stakeholders referred to in subparagraph 2 is involved in another entity for this particular tender.

YES / NO (INDICATE)

If so, state particulars:

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

1E: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

SECTION 1: NAME OF ENTERPRISE:

SECTION 2: VAT REGISTRATION NUMBER, IF ANY

SECTION 3: CIDB REGISTRATION NUMBER, IF ANY:

SECTION 4: PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity Number*	Personal Income Tax Number*

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

SECTION 5: PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number

Close corporation number

Tax reference number

SECTION 6: RECORD OF SERVICE OF THE STATE

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of Sole Proprietor, Partner, Director, Manager, Principal Shareholder or Stakeholder	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

SECTION 7: RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of Spouse, Child or Parent	Name of Institution, Public Office, Board or Organ of State and Position held	Status of Service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- (i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- (ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidder or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Enterprise name

1F: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

1. This form serves as a declaration to be used by the Employer 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.
2. The tender 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 been guilty of any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being declared non-responsive.

ITEM	QUESTION	RESPONSE	
4.1	<p>Is the Bidder or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p>Is the Bidder or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</p> <p>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p>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?</p>	Yes	No

ITEM	QUESTION	RESPONSE	
	If so, furnish particulars:		
	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	No
4.4	If so, furnish particulars:		
	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	No
4.5	If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

1G: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017- COMPULSORY

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
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 by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or

proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise 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;
- (f) **“functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise 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;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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		NO	
-----	--	----	--

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

**1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE BIDDER FOR PRIVATE CLIENTS
OR ORGANS OF STATE**

(Organs of State include any Local, Provincial or National Government Authority)

The following is a statement of related projects successfully executed by myself/ourselves:

Employer, Contact Person and Telephone Number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

1I: SCHEDULE OF CONTRACTS AWARDED TO THE BIDDER BY ORGANS OF THE STATE***(Organs of State include any Local, Provincial or National Government Authority)***

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the Bidder shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. **Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned.**

Include only those contracts where the Bidder identified in the signature block below was directly contracted by the Employer. Bidder must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the Bidder formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date Completed (State current if not yet complete)

Any material non-compliance or dispute concerning the execution of any of these contracts?	Yes	No
If so, furnish particulars:		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

1J: COMPANY INFORMATION REQUIRED FOR TENDERS GREATER THAN R 5 MILLION

1. Is the Bidder is required by law to prepare audited annual financial statements? YES / NO

2. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether these have been included in the tender. YES / NO

3. If answer for Question No.1 is NO, does the Bidder have annual financial statements? YES / NO

4. If so, provide audited annual financial statements:

- for the past three years; or
- since their establishment if established during the past three years.

Indicate whether the annual financial statements have been included in the tender. YES / NO

5. If answer for Question No.1 is NO, the Bidder shall attach to this form a letter from the Bidder's bank; in which the bank declares how the Bidder conducts its account. The contents of the bank's letter must state the credit rating that it accords to the Bidder for the business envisaged by this tender. The minimum acceptable credit rating applicable to Bidder for this tender is a C credit rating. The value of the bank rating must be calculated and checked with R2.5 million. Failure to provide the required letter with the tender submission may render the Bidder's offer unresponsive in terms of Clause 5.8 of the tender condition.

Indicate whether a credit rating letter from the bank has been included in the tender. YES / NO

6. Does the Bidder have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

If so, state particulars:

.....

.....

.....

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

YES / NO

If so, state particulars:

.....

.....

.....

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

YES / NO

If so, state particulars:

.....

.....

.....

9. Is any portion of the goods or services expected to be sourced out from outside the Republic?

YES / NO

If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic.

.....

.....

.....

.....

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

.....
(Bid Number and Description)

in response to the invitation for the bid made by:

.....
(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which

this bid invitation relates.

*** 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.**

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.

Signed

Date

Name

Position

Bidder

1L: PROPOSED AMENDMENTS

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

The Bidder's attention is drawn to Clause 3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page Number	Clause / Item	Proposal

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

1M : PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)
--

All existing and prospective service providers/creditors to the Kouga Municipality's supplier database should note that registration with the electronic Central Suppliers Database (CSD www.csd.gov.za for self-registering), developed by National Treasury, is a requirement.

Prospective Bidder are to attach the ***Certificate of Registration with CSD*** to this page.

1N : PROOF OF QUALITY ASSURANCE CERTIFICATION
--

Bidder to submit proof of Quality Assurance Systems employed in his office in order to ensure compliance ISO 9001: 2015 Certification to this page.

10 : PROOF OF PROFESSIONAL INDEMNITY INSURANCE

Bidder to submit proof of Professional Indemnity Insurance to this page.

1P : PROOF OF REGISTRATION WITH PROFESSIONAL BODIES
--

Bidder to submit proof of Registration with Professional Bodies, including CESA, SAICE or similar.

.

2A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE

In terms of Clause 43 of the Municipal Supply Chain Management Policy, Bidder must ensure that they are up-to-date with their payments of taxes.

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 Service (SARS) to meet the bidder's tax obligations.

The Bidder must attach to this page an **original(s)** of a **valid** Tax Clearance Certificate(s) and the Tax compliance Status pin must be submitted.

Note:

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" 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 Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

2B: MUNICIPAL BILLING CLEARANCE CERTIFICATE
--

In terms of Clause 38 of the Municipal Supply Chain Management Policy, Bidder must ensure that they are up-to-date with their payments of municipal accounts.

The Bidder shall attach to this page a Municipal Billing Clearance Certificate, which provides proof that his payment of Municipal accounts is up-to-date.

These certificates are obtainable from:

Kouga Local Municipality
33 Da Gama Road
Jeffreys Bay.

Should the Bidder not be based in the Kouga Local Municipality, he shall submit a Municipal Billing Clearance Certificate issued by the municipality in which he is based.

2C: B-BBEE STATUS LEVEL CERTIFICATES / CONSOLIDATED B-BBEE SCORECARD

Bidders who qualify as EMEs in terms of the B-BBEE Act shall submit and attach to this page a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Bidders other than EMEs shall submit and attach to this page their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

A trust, consortium or joint venture acting as a legal entity shall submit and attach to this page their B-BBEE status level certificate.

A trust, consortium or joint venture acting as an unincorporated entity shall submit and attach to this page their consolidated B-BBEE scorecard as if they were a group structure and such a consolidated B-BBEE scorecard shall be prepared for every separate bid.

Tertiary institutions and public entities shall submit and attach to this page their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

All EME / B-BBEE certificates must reflect the B-BBEE status level of the bidder and must be certified.

2D: FORM MBD 6.2 - DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid applies:

<u>Description of services, works or goods (to be indicated by the Contractor)</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

3A: RECORD OF ADDENDA TO TENDER DOCUMENTS
--

We confirm that the following communications received from the Procuring Department before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

Addendum Number	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

3B: LIST OF KEY PERSONNEL

The Bidder shall insert the Name, Qualification and Years of Experience of Key Personnel he proposes to employ on this tender/Contract:

JOB DESCRIPTION	NAME	QUALIFICATION	EXPERIENCE
Project Manager / Principal Agent			Years relevant experience:.....
Quantity Surveyor			Years relevant experience:.....
Architect			Years relevant experience:.....
Civil Engineer			Years relevant experience:.....
Electrical Engineer			Years relevant experience:.....
Structural Engineer			Years relevant experience:.....
Occupational Health and Safety			Years relevant experience:.....

** Refer to Tender Data Clause F.2.1 for mandatory minimum requirements of Key Personnel.

The CV's of all the above personnel must be attached, in which they highlight their previous experience. Certified copies of Qualifications and Registrations as stipulated as minimum requirements for Key Personnel must be submitted, or else the tender will be considered incomplete. Proof of adherence to the minimum requirements as per Clause F.2.1 of the Tender Data must be clearly indicated and substantiated with proof. The Company Profile of the Bidder must also be submitted. Where Key Personnel are not in the employ of the Tenderer, signed Sub-consultancy Agreements or Letters of Intent to enter into a Sub-consultancy Agreement must be attached, or else the tender will be considered incomplete.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

3C: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS

In terms of Regulation 4(3) of the Construction Regulations (2014), hereinafter referred to as the Regulations, promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), the Employer shall not appoint a Contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Bidder shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire / procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

Yes	
No	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	

3. **Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):**

.....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

Yes	
No	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:
(Name in Print):

2. ID NO:
(Name in Print):

3D: SCHEDULE OF PROPOSED SUBCONTRACTORS
--

We notify you that it is our intention to employ the following Subcontractors to work on this Contract.

If we are awarded a Contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the Contract for such appointments. If there are no such requirements in the Contract, then your written acceptance of this list shall be binding between us.

Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

3E: PROPOSED WORK PROGRAMME

The Bidder to submit a proposed Work Programme and attach to this page. A construction period of 7 months must be assumed.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed

Date

Name

Position

Bidder

CONTRACT

PART 1 (OF 4): AGREEMENT AND CONTRACT DATA

C1.1	Form of Offer and Acceptance	59
C1.2	Contract Data	65
C1.3	Disclosure Statement	69

C1.1: FORM OF OFFER AND ACCEPTANCE**(Agreement)****1. OFFER**

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

APPOINTMENT OF SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDERS (PSP'S) FOR THE DESIGN AND IMPLEMENTATION OF THE UPGRADING OF SPORTS FACILITY IN LOERIE

The Bidder, 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 Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder 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 OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:

.....

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

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

For the **Bidder**:

.....
 Signature

.....
 Name

.....
 Capacity

Name and Address of Organisation:

.....

Signature and Name of Witness:

.....
 Signature

.....
 Name

Date:

2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's 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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1: Agreements and Contract Data (which includes this Agreement)

Part C2: Pricing Data

Part C3: Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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 Bidder 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 Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviation (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 the 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five (5) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the **Employer**:

.....
Signature

.....
Name

.....
Capacity

Name and Address of Organisation:

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

Signature and Name of Witness:

.....
Signature

.....
Name

Date:

3. SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process, of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance, either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

5. Subject:

Details:

6. Subject:

Details:

7. Subject:

Details:

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Bidder:

.....

Signature

.....

Name

.....

Capacity

Name and Address of Organisation

.....

.....

.....

.....

.....

.....

.....

Witness Signature

.....

Witness Name

.....

Date

For the Employer:

.....

.....

.....

Name and Address of Organisation

.....

.....

.....

.....

.....

.....

.....

.....

.....

4. CONFIRMATION OR RECEIPT

The Bidder, (now Professional Service Provider), identified on the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)

of (month)

20 (year)

at (place)

For the **Professional Service Provider**:

.....
Signature

.....
Name

.....
Capacity

Signature and Name of Witness:

.....
Signature

.....
Name

C1.2: CONTRACT DATA

The CIDB Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014) is applicable to this Contract and are obtainable from www.cidb.co.za.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the Standard Professional Services Contract (July 2009) (Third Edition of CIDB document 1014), are applicable to this Contract:

Clause	Description / Wording
3.4 and 4.3.2	<p>The Employer is the Kouga Local Municipality.</p> <p>The authorised and designated representative of the Employer is:</p> <p>Name: Mr Jacques du Toit</p> <p>The address for receipt of communications is:</p> <p>Telephone: 042 200 2200</p> <p>Faxsimile: 086 529 7827</p> <p>E-mail:jdutoit@kouga.gov.za</p> <p>Street Address: 33 Dama Road Jeffreys Bay.</p> <p>Postal Address: PO Box 21, Jeffreys Bay, 6330.</p>
3.5	The Site Location is indicated in Par C3.2 of the Scope of Works.
3.6	The Service Provider may not release public or media statements or publish material related to the services or Project under any circumstances.
3.12	The penalty payable is R2,000.00 per Day Subject to a maximum amount of R50,000.00.
3.15.1	The programme shall be submitted within 14 Days of the award of Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 6 weeks.
3.16	Time based fees shall not be adjusted for inflation.
4.3.1(d)	The Service Provider may be required to assist in the obtaining of approvals, licences and permits from the state, regional or municipal authorities having jurisdiction over the Project.
5.4.1	<p>The Service Provider is required to provide professional indemnity cover.</p> <p>The Service Provider is required to provide the following insurances:</p> <ol style="list-style-type: none"> 1. Professional Indemnity Cover is: R5,000,000.00 Period of Cover: Duration of the Contract 2. Public Liability Cover is: Not less than R1,000,000.00 per single event. Period of Cover: Duration of the Contract
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> <ul style="list-style-type: none"> • Incurring costs that will result in the exceeding of the Form of Offer; • Making deviations from the Contract.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Personnel Schedule.
8.1	The Professional Service Provider is to commence the performance of the Services within seven Days of date that the Contract becomes effective.
8.4.3(c)	The period of suspension under clause 8.5 is not to exceed 8 weeks.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
11.1	The Service Provider may only subcontract any work which he has the skill and competency to perform if approved so in writing by the Employer.
12.1	Interim settlement disputes is to be by mediation.
12.2	Final settlement is by arbitration.

12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Employer.
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of R5,000,000.00 for each party.
15	The interest rate will be prime interest rate of the Employer's bank account.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Description / Wording																														
1	<p>The Service Provider is</p> <p>Adress:.....</p> <p>Telephone:</p> <p>Faxsimile:</p>																														
1	<p>The Period of Performance (including the Construction Stage which is estimated at 7 months) is:</p> <p>Stage 1 to Stage 4:.....(Months)</p> <p>Stage 5-6: 7 months construction period.</p>																														
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:.....</p> <p>The address for receipt of communications is:</p> <p>Telephone:</p> <p>Faxsimile:</p> <p>Adress:</p> <p>.....</p> <p>.....</p> <p>.....</p>																														
5.5 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <table border="1"> <thead> <tr> <th>Name</th><th>Specific Duties</th></tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific Duties																												
Name	Specific Duties																														

C1.3: DISCLOSURE STATEMENT

**PRO FORMA
DISCLOSURE STATEMENT**

Date:

Contract:
(Name)

Professional Service Provider:
(Name)

Employer:
(Name)

Employers Agent:
(Name)

Dear Sirs

I am willing and available to serve as (ad-hoc / standing) Adjudication Board Member in the above-mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to the disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement in this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Employers Agent.
- I do not have any financial connections with the Contractor, Employer or Employers Agent.
- I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employers Agent which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting the contract documentation.

Name in full:

Signature:

CONTRACT

PART 2 (OF 4): PRICING DATA

C2.1	Pricing Instructions	71
C2.2	Pricing Schedule and Summary	73

C2.1: PRICING INSTRUCTIONS**PREAMBLE TO THE BILL OF QUANTITIES**

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the Bidder has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.

2. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.

3. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. If a nil rate (i.e. "nil" or "0.00") is entered against an item, it will be considered that there is no charge for that particular item. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.**

4. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Time based rates shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff.

5. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.

6. Stage 1 to Stage 6 of Normal Services will not be based on a percentage of a construction estimate, but on the Bidder's own independent pricing for the relevant Stages. Stages 1 to 6 for Normal Services are as defined in Par C3.26 of the Scope of Works.

7. Provision for time-based services which fall beyond the scope of normal services as described in the Scope of Work has been made in the Activity Schedule. The estimated period of involvement of each category of person must be agreed with the Employer before any work in this regard commences.

8. The categories of persons in respect of time-based fee rates for professional services shall be as specified in the BoQ for the Key Persons.

9. A higher category person undertaking lower category work will be reimbursed, in respect of time-based fees, at the lower category rate.

10. Provisional sums are provided in respect of services and may not be removed from the BoQ during pricing.

Where services are to be sub-contracted out by the Service Provider, which do not exceed R200 000,00 (including VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R200 000,00 (including VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services not specifically itemised in the Activity Schedule.

11. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which claimable under Miscellaneous Items at DPW rates. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.

12. Construction monitoring staff shall be reimbursed for travelling expenses as per the relevant Travel: Construction Stage item.

C2.2: PRICING SCHEDULE AND SUMMARY

C2.2 PRICING SCHEDULE AND SUMMARY
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NO	STAGE / DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1.	<u>NORMAL SERVICES (Project Management, Architectural, Civil, Structural, Quantity Surveying, Electrical)</u>				
1.1	Stage 1: Inception	Sum	1		
1.2	Stage 2: Concept and Viability	Sum	1		
1.3	Stage 3: Design Development	Sum	1		
1.4	Stage 4: Tender Documentation and Procurement	Sum	1		
1.5	Stage 5: Contract Administration, Construction Stage – Supervisions and Inspections)	Sum	1		
1.6	Stage 6: Close-out	Sum	1		
	Subtotal A				
2	<u>ADDITIONAL SERVICES (Refer C3.5 of Scope of Works)</u>				
2.1	Environmental Screening	Sum	1		
2.2	Environmental Studies	PC Sum	1		R20,000.00
2.3	Overhead, charges and profit on Item 2.2	%	R20,000.00		
2.4	Compilation of a Construction Environmental Management Plan (EMP) in terms of Section 2A of NEMA	Sum	1		
2.5	OHS Services:				
2.5.1	OHS Services from Inception to Tender Documentation and Procurement (Pre-construction)	Sum	1		
2.5.2	OHS Services during Construction Stage	Cost/month	7		
2.6	Geotechnical Investigation	PC Sum	1		R30,000.00
2.7	Overhead, charges and profit on Item 2.6	%	R30,000.00		
2.8	Topographical Survey	Sum	1		
2.9	Site Supervision (Level 4) - Travel costs priced under Item 3.1 below	Cost/month	7		
2.10	ECO Services:				
2.10.1	Pre-Construction	Sum	1		
2.10.2	During Construction	Cost/month	7		
2.11	Social Facilitation	PC Sum	1		R50,000.00
2.12	Overhead, charges and profit on Item 2.11	%	R50,000.00		
3	DISBURSEMENTS				
3.1	Travel:				
3.1.1	Pre-Construction Stage	Sum	1		
3.1.2	Construction Stage	Cost/month	7		
3.2	Accommodation:				
3.2.1	Pre-Construction Stage	Sum	1		
3.2.2	Construction Stage	Cost/month	7		
	TOTAL CARRIED FORWARD				

	TOTAL BROUGHT FORWARD				
3.3	Miscellaneous Disbursements:	Provisional Sum	1		R50,000.00
	Subtotal C				
4	<u>HOURLY RATES</u>				
4.1	Project Manager	Cost/hour	20		
4.2	Quantity Surveyor	Cost/hour	20		
4.3	Architect	Cost/hour	20		
4.4	Civil Engineer	Cost/hour	20		
4.5	Structural Engineer	Cost/hour	20		
4.6	Electrical Engineer	Cost/hour	20		
4.7	Occupational Health and Safety Agent	Cost/hour	20		
4.8	Environmental Control Officer	Cost/hour	20		
	Subtotal D				
Subtotal E (Subtotal A+B+C+D)					
Add: 15% Value Added Tax on Subtotal E above (F) = (E) X 15%					
TOTAL TENDER AMOUNT (G) = (E) + (F) CARRIED TO FORM OF OFFER & ACCEPTANCE					

Notes:

- Hourly Rates are not subject to Contract Price Adjustment (Clause 3.16 of the Conditions of Contract).
- 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

Bidder

SCOPE OF WORKS

- C3.1** **Employers Objective**
- C3.2** **Site Location**
- C3.3** **Site Conditions**
- C3.4** **Proposed Site Layout**
- C3.5** **Extent of the services**
- C3.6** **General Scope of Works**

C3.1 EMPLOYER'S OBJECTIVES

The objectives of the Employer are as follows:

Upgrade the existing sports facility in Loerie. The Clubhouse building has been vandalized and must be demolished. New tennis / netball courts and cricket nets must also be constructed. The project will also include earthworks especially around the proposed new cricket nets and netball / tennis court.

C3.2 SITE LOCATION

The town of Jeffreys is situated within the Sarah Baartman District Municipality of the Province of the Eastern Cape, as indicated in Figure 1 below.

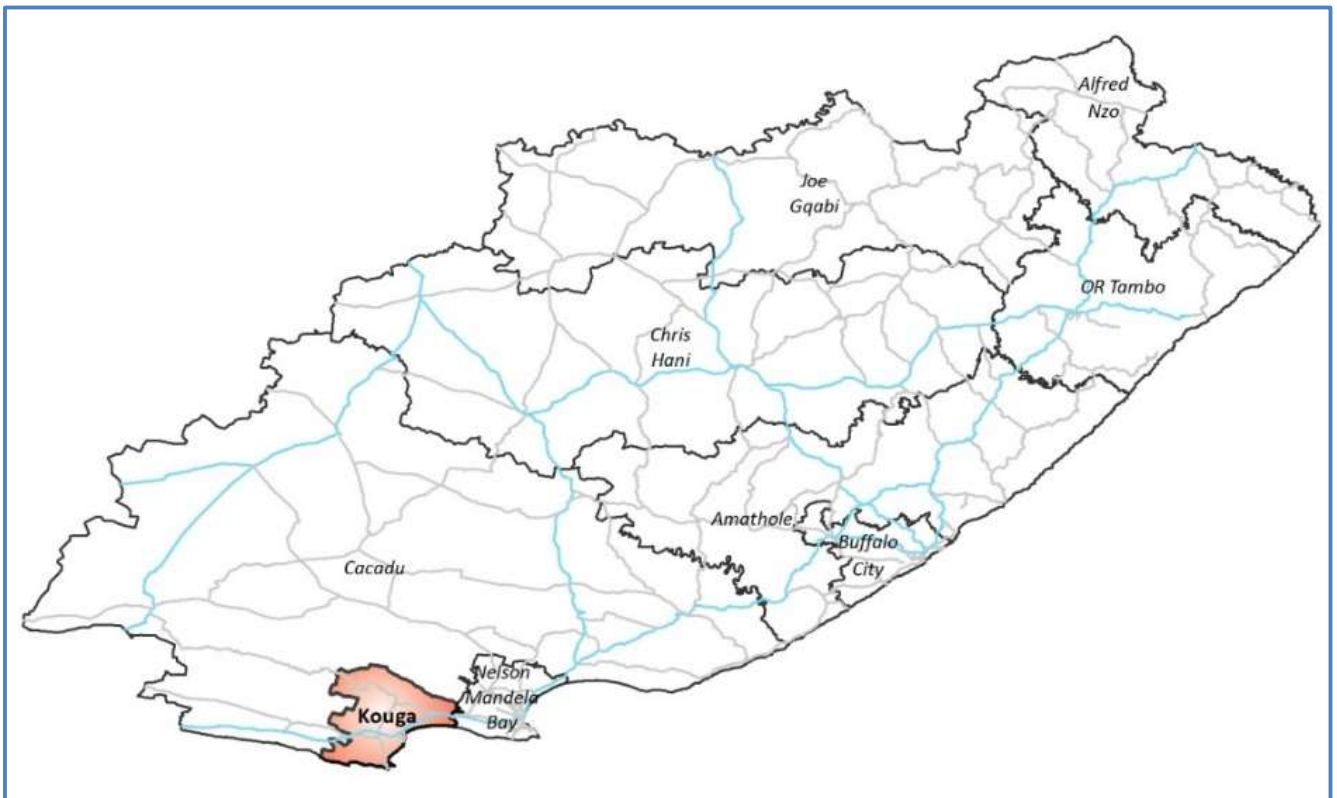


Figure 1: Kouga Locality

The proposed position of the new sports facility is in Loerie. Loerie is situated approximately 30km from Jeffreys Bay and 60km from Port Elizabeth. Refer to Figure 2: Locality Plan below.



Figure 2: Locality Plan

The site borders on Nellie and Hazel Street. Refer to the Figure 3: Position of Sports Field below.



Figure 3: Position of Sports Field

C3.3 SITE CONDITIONS

Refer to Figure 4 and Figure 5 below as taken on site.



Figure 4: Photo 1 of the existing sports field



Figure 5: Photo 2 of the existing sports field



Figure 6: Photo 3 of the existing sports field



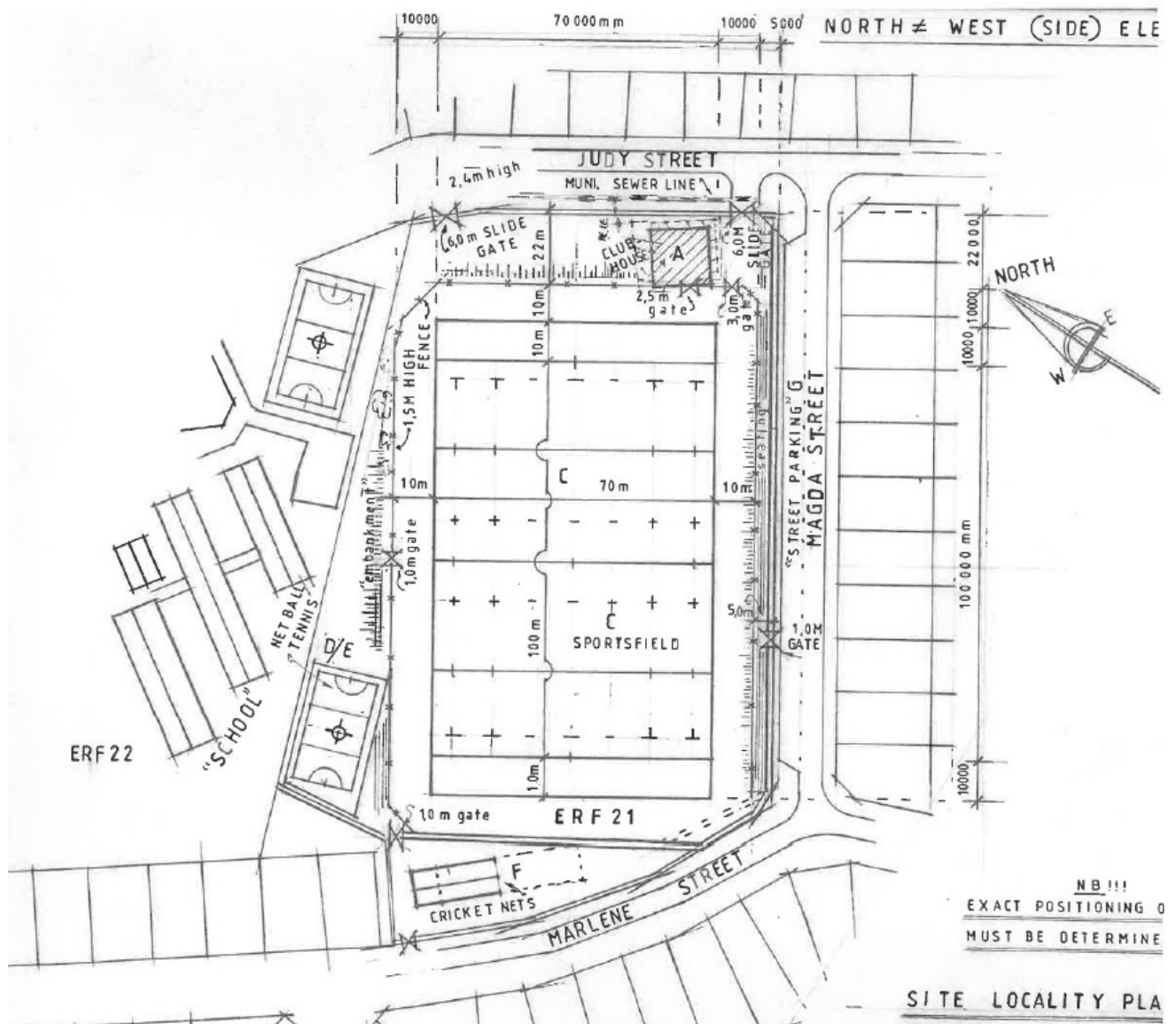
Figure 7: Photo 3 of the existing sports field

C3.4 PROPOSED LAYOUT

The following works are proposed on the Sports Field:

- Demolish Existing Clubhouse and build New Club House;
- Netball / Tennis court, complete with earthworks and terraforcing as this is at a steep slope;
- Cricket Nets with earthworks and terraforcing as this is at a steep slope;
- Seating for sports field using applying terraforcing at embankment adjacent to Magda Street;
- Fencing;
- Related Civil Works;
- Street parking adjacent to Magda Street;
- New Fencing as required.

The proposed Layout is illustrated in Figure 8 below:



The proposed layout of the club house is illustrated in Figure 9 below:

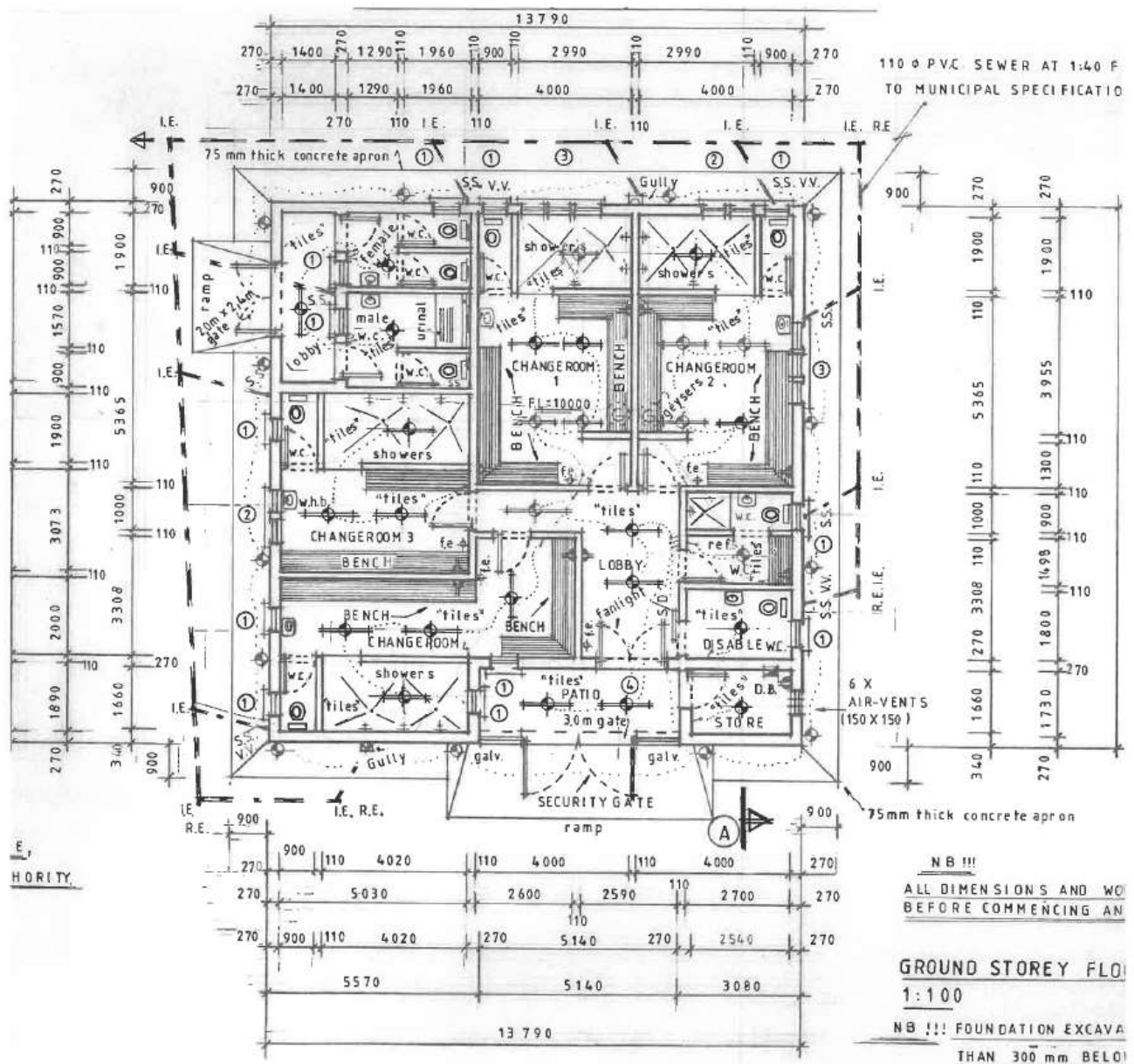


Figure 9: Proposed Floor Layout of Clubhouse Building.

C3.5 EXTENT OF THE SERVICES

The description of the services described below is merely an outline of the Contract Works and shall not limit the work carried out by the Service Provider under this Contract.

- Investigate and design access for the site;
- Investigate and design all related civil, structural and electrical works, including new clubhouse, tennis/netball court, cricket nets, earthworks and related civil works including water and sewer connections;
- Complete Architectural, Quantity Surveying, Civil, Structural and Electrical Services;
- Topographical survey;

- Determine all environmental constraints, if any;
- OH&S and ECO services;
- Design works with all ancillary and related works;
- Prepare contract documentation;
- Prepare Tender and Evaluate all tenders received;
- Implementation;
- Contract administration;
- Site Supervision;
- Close out.

C3.6 GENERAL SCOPE OF WORKS

Normal Services:

Stage 1: Inception

- Receive, appraise and report on the client's requirements with regard to the client's brief;
- Attend Project Initiation Meetings
- Determine the site and rights and constraints;
- Determine budgetary constraints;
- Determine the need for any additional consultants or specialist studies;
- Advise on rights, constraints, consents and approvals;
- Define the services and scope of work required;
- Inspect the site and advise on the necessary surveys, analysis, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services;
- Determine indicative project timelines;
- Determine the availability of data, drawings and plans relating to the project;
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly;
- Determine methods of contracting and procurement; and
- Whether other statutory authority applications are required or desirable.

Deliverables will typically include:

- Agreed Services and scope of Work;
- Signed agreement;
- Report on project, site and functional and building requirements
- Schedule of required surveys, tests, analysis, site and other investigations;
- Schedule of consent and approval and related lead times.

Stage 2: Concept and viability (concept design)

- Attend design and consultants meetings
- Prepare an initial design concept and advise on:
 - the intended space provisions and planning relationships;
 - proposed materials and intended building services; and
 - the technical and functional characteristics of the design.
- Advise Client regarding further surveys, analysis, tests and investigations which may be required;
- Check for conformity of the concept with the rights to the use of the land.
- Consult with local and statutory authorities.
- Review the anticipated costs of the project.
- Review the project programme;
- Establish regulatory authorities' requirements and incorporate into the design;

- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents;
- Establish access, utilities, services and connections for the required design;
- Coordinate design interfaces between sub-consultants and other consultants involved;
- Prepare preliminary designs and related documentation for approval by authorities and Client and suitable for costing;
- Provide Cost estimates and comment on life cycle cost as required;
- Liaise, co-operate and provide necessary information to Client and stakeholders.

Deliverables will typically include:

- Concept Design;
- Schedule of required surveys, tests, approvals and other related reports;
- Preliminary Design
- Cost Estimates.

Stage 3: Design Development

- Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections;
- Attend design and consultant meetings;
- Incorporate Client's and authorities' detailed requirements into the design;
- Review the programme and budget with the client, principal consultant or other consultants;
- Prepare detailed estimates of construction costs;
- Coordinate other consultants designs into building design;
- Prepare design development drawings including drafting technical details and material specifications;
- Discuss and agree on the building plan application and approval requirements with the local authority;
- Submit necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- Design development drawings
- Outline specifications;
- Local authority submission drawings, building plans and reports;
- Detailed estimates of construction costs.

Stage 4: Documentation and procurement

- Attend design and consultants meetings;
- Prepare documentation required for local authority building plan application submission;
- Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission;
- Review the costing and programme with the consultants;
- Obtain the client's authority, and submit documents for approval at the local authority.
- Prepare specifications for the works;
- Complete all remaining technical and construction documentation and coordinate same with the consultants.
- Complete technical documentation sufficient for tender;
- Formulate the procurement strategy for contractors;
- Check cost estimates and adjust designs and documents if necessary to remain within budget;

- Obtain offers for the execution of the works;
- Evaluate offers, and recommend a successful tenderer for appointment.

Deliverables will typically include:

- Specifications;
- Services co-ordination;
- Working drawings;
- Budget construction cost;
- Tender documentation;
- Tender evaluation report;
- Tender recommendations;
- Priced contract documentation.

Stage 5: Construction

- Attend site handover
- Give possession of the site to the contractor;
- Issue construction documentation in accordance with the documentation schedule;
- Carry out contract administration procedures in terms of the Contract;
- Prepare schedules of predicted cash-flows;
- Prepare pro-active estimates of proposed variations for client decision making;
- Review sub-contractor designs, shop drawings and documentation for conformity of design intent;
- Attend regular site, technical and progress meetings;
- Review the Contractor's quality control programme and advise and agree on a quality assurance plan;
- Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards;
- Administer and perform the duties and obligations assigned to the principal agent in the building contract;
- Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing;
- Adjudicate and resolve financial claims by the contractor;
- Establish and maintain a financial control system;
- Clarify details and descriptions during construction as required;
- Prepare valuations for payment certificates to be issued by the Principal Agent to the client;
- Instruct, witness and review all tests carried out both on and off site;
- Update and issue drawing register;
- Issue contract instructions as required;
- Review and comment on operations and maintenance manuals, guarantee certificates and warranties;
- Inspect the works and issue practical completion and defects lists;
- Arrange for delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals;
- Manage the completion process of the project;
- Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

Deliverables will typically include:

- Schedule of predicted cash-flow;
- Construction Documentation;
- Drawing register;
- Estimates for proposed variations;

- Contract instructions;
- Financial control reports;
- Valuation for payment certificates;
- Progressive and draft final accounts;
- Practical completion and defects list;
- All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities.

Stage 6: Close-out

- Inspect and verify the rectification of defects;
- Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties;
- When the contractor's obligations with respect to the building contract have been fulfilled issue the certificates related to the contract completion;
- Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and subcontractor;
- Conclude final accounts where necessary.

Deliverables will typically include:

- Valuations for payment certificates;
- Work and final completion lists;
- Operations and maintenance manuals, guarantees and warranties;
- As-built drawings and documentation;
- Final accounts.

Additional Services

Additional Services are listed as follows:

- Environmental Screening;
- Compilation of a Construction Environmental Management Plan (EMP) in Terms of Section 2A of NEMA;
- OHS Services
 - OHS Services are applicable to the Pre-construction and Construction Phase. The Construction Phase must be based on a 7-month construction period. OH&S Agent to attend monthly site meetings during construction stage and provide monthly side audit reports.
- Geotechnical Services
 - A PC Sum is allowed for Geotechnical Services. All proposed tests to be confirmed and finalized with the Employer prior to execution.
- Topographical Survey
 - Undertake a Topographical survey to prepare plan with contours and indicating all natural features like ditches and water bodies, all botanical features like trees, all man made features like buildings, roads, railway lines, overhead electrical lines and pylons, pipelines and all other permanent structures.
 - Topographical Survey to include spot levels at 10m x 10m grids and contour intervals of 0,5m.
 - All levels to be relevant to msl (mean sea level);
 - Placement of 4 bench marks as directed by the Client on site. Bench marks to be co-ordinated;

- Topographical Survey to be submitted in hard copy A1 and soft copy files in following formats: .dwg, .XYZ, .pdf, .TXT
- Site Supervision
 - Allowance must be made for Level 3 Site Supervision (Full Time).
- ECO services during construction stage
 - The Construction Phase must be based on a 7-month construction period. The ECO to attend monthly site meetings during construction stage and provide monthly site audit reports.

Provisional Sums

Allowance has been made for the following Provisional Sums:

- Environmental Studies;
- Geotechnical Services;
- Social Facilitation.

The Professional Service Provider will be required to submit Monthly Progress Reports and attend meetings as follows:

- Stage 1 to Stage 4: Monthly Progress meetings at the offices of Kouga Local Municipality in Jeffreys Bay;
- Stage 5: Monthly site meetings on site.

The implementation of all of the abovementioned tasks are subject to availability of pre-approved funding.

The Employer intends to complete the full Scope of Work making full use of the budget allocation and the Employer intends to employ the Service Provider for the full duration as defined above. However, it should be noted that the Employer's budget is subject to periodic review, and the project is budget dependent. Should it become necessary to vary the scope of work or even suspend or terminate this contract, such variation, suspension or termination shall be dealt with in accordance with the provisions of the Standard Professional Services Contract as amended by the Contract Data.