



MNQUMA LOCAL MUNICIPALITY

BID NUMBER: MNQ/SCM/18/26-27

TENDER DOCUMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR PLANNING, DESIGN AND PROJECT MANAGEMENT FOR THE CONSTRUCTION OF BLYTH & CARNEGIE STREETS

(CESA)

VOLUME 1

ISSUED & PREPARED BY:			
Mnquma Local Municipality No. 61 Blyth Street Rev. Tiyo Soga Building Butterworth 4960			
For Technical Contact Details		For SCM Contact Details	
Contact Person:	Ms. Z Mbusi	Contact Person:	Mrs. Y Mqingwana
Telephone:	047 050 1238	Telephone:	047 050 1156
Registered Name of Tenderer:			
TRADING NAME OF TENDERER:			
Registration No. of Entity:			
Contact Person:		E-mail Address:	
Telephone No.:			
Mobile No.:		CIDB CRS Number(s) :	
Fax No:			

THE TENDER

Part T1: Tendering procedures

T1.1: TENDER NOTICE AND INVITATION TO TENDER



ADVERT FOR NOTICE BOARD

PROJECT DESCRIPTION

Mnquma Local Municipality hereby invites bids from all prospective accredited and qualifying service provider for

BID NO.	Description	Evaluation Criteria	Compulsory Tender & Site Briefing	Closing Date & Time
MNQ/SCM/18/26-27	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR PLANNING, DESIGN AND PROJECT MANAGEMENT FOR THE CONSTRUCTION OF BLYTH & CARNEGIE STREETS	80/20	Date: 21/08/2026 Time: 10:00 Venue: Council Chamber Entrance, Mnquma Local Municipality, No. 61 Blyth Street, Tiyo Soga Building Butterworth, 4960	Date: 31/08/2026 Time: 12:00

Technical Enquiries: Ms. Z Mbusi (Manager: Civil Services) at 047 050 1238 / 083 464 9432 email:

zmbusi@mnquma.gov.za

SCM Enquiries: Mrs. Y Mqingwana (Manager: SCM) at (047) 050 1156 / 072 698 6085 email:

ymqingwana@mnquma.gov.za

Evaluation Criteria: The evaluation will be conducted in two (02) stages namely:

Stage 1: Administrative compliance

Bidders that do not meet the **Administrative compliance** (Compliance with mandatory and other bid requirements) will not be eligible for further evaluation and will be deemed as non-responsive.

Stage 2: Evaluation in terms of the 80/20 preference point systems prescribed in Preferential Procurement Regulations 2022

Price=80 points,

Specific goals =20 points

The specific goals allocated points in terms of this tender	Specific Goal Points Allocated 20 points	Proof Required to score points
The promotion of South African owned enterprises	20	Fully completed and signed MBD 6.1, and a Full Central Supplier Database Report (CSD) not older than one month.

NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals

REQUIRED DOCUMENTS:

Potential bidders are urged to submit the following attachments when submitting their proposals, **failure to do so will lead to disqualification.**

PROOF OF COMPANY EXPERIENCE:

- Bidder has successfully completed three (03) Planning, Design and Project Management for paved surface projects.

Reference letters with appointment letters in relation to the required services for Planning, Design and Project Management for paved surface projects must be attached as a proof.

CONDITIONS OF ACCEPTANCE:

- The Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The bidder has not abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect.
- No late, incomplete, unsigned faxed, couriered, and emailed tenders will be accepted
- The tender offer submitted shall remain valid,

KEY STAFF PERSONNEL MUST BE WORKING FOR THE BIDDING COMPANY.

- **Project Engineer:** Academic Qualification: Degree or Btech in Civil Engineering, accompanied by Proof of Professional Registration with relevant professional body and must have a minimum of 05 years' experience in Planning, Design and Project management of paved surfaced projects.
- **Project Engineer 2:** Academic Qualification: Degree or B-tech in Electrical Engineering with Proof of Professional Registration in relevant professional body and must have a minimum of 05 years' experience in Planning, Design and Project management of Street lights projects.

Bidders must submit detailed CVs with original certified (not older than 06 months) copies of the required professional qualifications. If the required certified copies of professional qualifications are not attached to the CVs, will lead to disqualification (Copy of a certified copy will not be considered).

NB: Proposal – Bidders must submit a detailed method statement with draft cash flow projections and program of works from planning to design approval.

COMPLIANCE WITH THE TENDER SPECIFICATION: -

- Bidders must Valid Proof of Design software license
- Fully completed by non-erasable ink and signed Bill of Quantities
- Full CSD Report (Not older than one Month)
- Only the original tender document will be accepted.
- Fully Completed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD1-9) –Part of the tender document. Return all returnable documents to the employer after completing them in their entirety by writing legibly in non – erasable ink.
- In the case of partnerships/consortiums/ joint venture agreement, signed agreement must be submitted with the tender document, and
- All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database

NB: If Bidder submits Fraudulent Information, the Bidder will be Blacklisted for five years.

OBTAINING OF TENDER DOCUMENTS:

Tender documents for this project are downloadable at the municipal website: www.mnquma.gov.za and on eTender portal: <https://etenders.treasury.gov.za/>

TENDER SUBMISSION AND OPENING

Tenders/Proposals must be submitted by hand at Bid Box, No. 61 Blyth Street, Rev. Tiyo Soga Building Butterworth. 4960

irrevocable and open for written acceptance by the Mnquma Local Municipality for a period of 90 days from the closing date.

- The award of the tender may be subjected to price negotiation with the preferred tenderers.
- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.mnquma.gov.za

NB: Preferred bidders will be required to furnish the municipality with:

- CK/ Company registration, Certified ID Copies not older than six (06) months
- Tax Compliance Status PIN
- Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period more than **three months** and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Mnquma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

Bids may only be submitted on the bid document provided by the municipality.

Tenders should be sealed, endorsed on the envelope with:

BID NUMBER: MNQ/SCM/18/26-27

PROJECT NAME: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR PLANNING, DESIGN AND PROJECT MANAGEMENT FOR THE CONSTRUCTION OF BLYTH & CARNEGIE STREETS

Back of the envelope with:

Company Name, address, Contact person and Contact details.

.....
S. Mahlasela
MUNICIPAL MANAGER

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE					
BID NUMBER:	MNQ/SCM/18/26-27	CLOSING DATE:	31/08/2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR PLANNING, DESIGN AND PROJECT MANAGEMENT FOR THE CONSTRUCTION OF BLYTH & CARNEGIE STREETS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
MNQUMA LOCAL MUNICIPALITY					
NO. 61 BLYTH STREET					
REV. TIYO SOGA BUILDING					
BUTTERWORTH					
4960					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	Civil Services	
CONTACT PERSON	Mrs Y Mqingwana		CONTACT PERSON	Ms Z Mbusi	
TELEPHONE NUMBER	047 050 1156		TELEPHONE NUMBER	047 050 1238	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	ymqingwana@mnquma.gov.za		E-MAIL ADDRESS	zmbusi@mnquma.gov.za	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

T1.2 Tender Data

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of Board Notice 136 Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of Bidders as an Annex to this Bid Data.

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

The additional conditions of Bid are:

Clause number	Bid Data
F.1.1	The employer is MNQUMA LOCAL MUNICIPALITY

F.1.2	The Bid documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 Bid notice and invitation to Bid T1.2 Tender data Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Contract Form – Rendering of Services C1.2 Contract Data C1.3 Professional Indemnity Insurance C1.4 Service Level Agreement (Issued on appointment) THE CONTRACT Part 2: Pricing data C2.1 Pricing Instructions C2.2 Bill of Quantities Part 3: Scope of work C3.1: Employers Objective C3.2: Site Location C3.3: Site Conditions C3.4: Cadastral Information C3.5: Extent of the Services C3.6: General Scope of Works Part 4: Site information
F.1.4	The employer's agent is: Name: MNQUMA LOCAL MUNICIPALITY Address: No. 61 BLYTH STREET, BUTTERWORTH Tell: 047 050 1250 E-mail: zmbusi@mnquma.gov.za

F.1.5	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	<i>Add the following</i> Only those Bidders who satisfy the following criteria are eligible to submit Bids Only those Bidders who has Personnel who are Professionally Registered with the relevant professional body i.e. ECSA, and they, or he or she must currently be working for a bidding Company, that are eligible to submit Bids.						
F.2.1.1							
F.2.2	In order to be considered for a contract in terms of this Bid, Bidders must conform with the following evaluation stages; Stage 1: Administrative compliance Stage 2: Financial Evaluation 80 points will be scored for price of the tender under consideration; and 20 points will be awarded to a tenderer for the specific goal in terms of the Preferential Procurement policy, 20 points will be allocated towards the promotion of South African owned enterprises; The tenderers must provide the following before or at closing time of quote or tender: Valid original or originally certified B-BBEE certificate from a verification agency accredited by SANAS; or Valid original or originally certified Affidavit. Note: The correct template for affidavits must be utilized at all times. The templates are available on Council's website. 20 points will be allocated towards the promotion of South African owned enterprises <table><tr><th>The specific goals allocated points in terms of this tender</th><th>Specific Goal Points Allocated 20 points</th><th>Proof Required to score points</th></tr><tr><td>The promotion of South African owned enterprises</td><td>20</td><td>Fully completed and signed MBD 6.1, and a Full Central Supplier Database Report (CSD) not older than one month.</td></tr></table> NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals	The specific goals allocated points in terms of this tender	Specific Goal Points Allocated 20 points	Proof Required to score points	The promotion of South African owned enterprises	20	Fully completed and signed MBD 6.1, and a Full Central Supplier Database Report (CSD) not older than one month.
The specific goals allocated points in terms of this tender	Specific Goal Points Allocated 20 points	Proof Required to score points					
The promotion of South African owned enterprises	20	Fully completed and signed MBD 6.1, and a Full Central Supplier Database Report (CSD) not older than one month.					

F.2.3	<i>Add to the paragraph to further read</i> “Any omissions, contradictions to this document or incompleteness shall not form grounds for the Bid to be re-advertised and the Employer shall communicate such amendments in a form of addendum/s to this document on identification and /or receipt of notification from Bidder/s of such omissions and/or incompleteness through fax communication”. “Bidders are to ensure that they provide the Employer with clear and complete contact details and fax numbers of a functioning fax machine”
F.2.7	The arrangements for a compulsory site meeting are as stated in the Bid Notice and Invitation to Bid. It is the Bidder’s responsibility to sign the attendance register of compulsory site visits as it would be the proof of his attendance in the site visit which is mandatory to validate the bidders bid. Mnquma Local Municipality shall not be liable for non-receipt of Addenda by Bidders due to errors made when providing contact details. Attempts shall be made only once to contact and acquire correct details to send the Addenda.
F.2.8	Request clarification of the tender documents, if necessary, by notifying the employer at least five working before the closing time stated in the tender data.
F.2.9	<i>Insect and replace with</i> The Employer shall not be liable for the provision of the any insurance however the Bidder shall be required to arrange full cover and all other insurances pertaining to the contract including third party insurance and shall maintain such cover for the duration of the contract.
F.2.11	Do not make alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12	If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such alternative Bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative Bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount Bided for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.3	Parts of each Bid offer communicated on paper shall be submitted as an original, plus Nil copies.
F.2.13.4	The Bid shall be signed by a person duly authorised to do so and failure will result to the bid being nul or void.
F.2.13.5	The employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are: Location of Bid Box: MNQUMA LOCAL MUNICIPALITY Municipal Main offices Physical address: MNQUMA LOCAL MUNICIPALITY NO. 61 BLYTH STREET REV. TIYO SOGA BUILDING BUTTERWORTH 4960 Bidder: Name & Address of Bidder Identification details: As per Bid invitation
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid. <i>Add the following to F.2.15.1</i>
F.2.15.1	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
F.2.16	The Bid offer validity period is 90 days from the date of closing of bids.

F.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	The Bidder is required to comply with all bidding conditions as stated in the notice.
F.3.4	Bids will be opened immediately after the closing time for Bids at the venue.
F3.13.1	Bid offers will only be accepted if: the bidder met all requirements listed on the bid notice.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.

Part T2: Returnable documents

T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated

- Certified Original copies of qualifications
- Signed MBD Forms
- Fully completed Form of Offer
- Fully completed Pricing Schedules
- Full CSD report and it must not be older than one month from the date of bid closing

Note: Failure to provide these documents will result in the tender not being evaluated

2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Municipal declaration and returnable documents
- Certificate of Authority for Joint Ventures, if applicable
- Annual Financial Statements Declaration
- Evaluation schedule

3 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Suitable annual financial statements for the preceding financial year within 12 months of the financial year end
- A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

4 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

The tenderer must complete all returnable documents provided i.e MBD Forms

4 Other documents that will be incorporated into the contract

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

**C2.2 Pricing Schedule
Scope of Work**

Record of Addenda to tender documents

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Signed

Name

Date

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing

- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*ie: all municipal accounts are paid up to date*);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
☐ internally ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
☐ enterprise has had its financial statements audited;
name of auditor
☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
.....
- 8) The total liabilities as at the end of the financial year is R
.....

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

.....
Name

.....
Position

.....
Tenderer

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are making this submission in Joint Venture and hereby authorise Mr/Ms
. , authorised signatory of the company
. , acting in the capacity of lead partner, to sign all documents in
connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead partner		Signature. Name Designation	
		Signature. Name Designation	
		Signature. Name Designation	

1. DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

1.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

NB: Please mark the applicable answer

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.
.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) An employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.
.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

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

	POINTS
PRICE	80
SPECIFIC GOALS OF CONTRIBUTION	20
Total points for Price and Specific Goals must not exceed	100

1.5 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals 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) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation and “bid” has a corresponding meaning
- (c) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (d) **“consortium or joint venture”** 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;
- (e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (h) **“non-firm prices”** means all prices other than “firm” prices;
- (i) **“person”** includes a juristic person;
- (j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (m) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (n) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice;

- (o) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (p) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- (q) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (r) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 Ps = 80\{1 - \frac{Pt - P_{min}}{P_{min}}\} & or & Ps = 90\{1 - \frac{Pt - P_{min}}{P_{min}}\}
 \end{array}$$

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR LEVEL OF CONTRIBUTION TOWARDS SPECIFIC GOALS

- 5.1 In terms of s2(b)(i) and (ii) of the Preferential Procurement Regulations Policy Framework Act, a preference points system must be followed for contracts with a Rand value above a prescribed amount a maximum of 10 or 20 points may be allocated for specific goals as contemplated in s2(d)

of the Act provided that the lowest acceptable tender scores 90 or 80 points for price, respectively, in accordance with the table below:

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

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

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

80/20 preference point system			
The specific goals allocated points in terms of this tender	Specific Goal Points Allocated (20 points) (To be completed by the Municipality)	Proof required to Claim (20 points) (To be completed by the Municipality)	Number of points Claimed (20 points) (To be completed by the tenderer)
The promotion of South African owned enterprises	20	Fully completed and signed MBD 6.1 and Full Central Supplier Database Report (CSD) not older than one month.	

90/10 preference point system			
The specific goals allocated points in terms of this tender	Specific Goal Points Allocated (10 points) (To be completed by the Municipality)	Proof required to Claim (10 points) (To be completed by the Municipality)	Number of points Claimed (10 points) (To be completed by the Tenderer)

5.2 Bidders must submit valid proof for specific goals

5.3 If the municipality is of the view that a tenderer submitted false information regarding a specific goal, will

—

- (a) inform the tenderer accordingly; and
- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

5.4 After considering the representations referred to in sub regulation (1)(b), the municipality may, if concludes that such information is false—

- (a) disqualify the tenderer or terminate the contract in whole or in part; and
- (b) if applicable, claim damages from the tenderer.

6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

Specific goals: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of the required proof of specific goals.

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) Whether the sub-contractor is an EME.

(*Tick applicable box*)

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

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 specific goal declared in paragraph 6 , indicated in paragraph 7, 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE APPLICABLE (ALL TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS CLAIMED

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality, or to any other municipality, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality 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 ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
 - **Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)
in response to the invitation for the bid made by:

(Mnquma Local Municipality)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE CONTRACT

Part C1: Agreements and Contract data

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/18/26-27

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PLANNING, DESIGN AND
PROJECT MANAGEMENT FOR THE CONSTRUCTION OF BLYTH AND CARNEGIE STREETS**

CONTRACT PART 1 (OF 4) : AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Guarantee**
- C1.4 Draft Health and Safety Agreement**
- C1.5 Pro Forma Disclosure Statement**
- C1.6 Pro Forma Adjudication Board Member Agreement**

C1.1 : FORM OF OFFER AND ACCEPTANCE

1 OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter a contract for the procurement of:

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PLANNING, DESIGN AND PROJECT MANAGEMENT FOR THE CONSTRUCTION OF BLYTH AND CARNEGIE STREETS.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL 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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) of authorized agents:.....

Name(s) (in block letters)

Capacity of authorized agents:

for and on behalf of the Tenderer
(Name and address of organization)

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

2 ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer'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 tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is 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

Part C4 : Site Information

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, as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer 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 securities, bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working 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 and on behalf of the Employer:

Signature(s) of authorized agent(s).....

Date:.....

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the Employer: **Mnquma Local Municipality
P O Box 36, BUTTERWORTH, 4960**

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

3 SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 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.
- 5.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

for and on behalf of the Tenderer
(Name and address of organization)

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

For and on behalf of the Employer:

Signature(s) of authorized agent(s).....

Date:.....

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**
P O Box 36, Butterworth 4960

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

C1.2: CONTRACT DATA (PART 1)

The Contract Data of this Contract is guided by the following Standard Condition of Contract:

C1.2.1 Standard Professional Services Contract (1014) - Third Edition July 2009 as amended by the Special Conditions of Contract as set out below and may be obtained from:

Construction Industry Development Board
Pretoria - Head Office
Tel: 012 482 7200
Fraudline: 0800 11 24 32
Call Centre: 0860 103 353
E-mail: cidb@cidb.org.za

Standard Professional Services Contract (1014) - Third Edition July 2009 make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The Contract Data and Standard Professional Services Contract (1014) - Third Edition July 2009 shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

Contract Specific Data

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

2.2 Interpretation

If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the **Contract Data** shall prevail.

3.4 Notices

- C3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party, to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party
- C3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at ***such locations as are specified in the Bid Notice & Compulsory Briefing***, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

The Service Provider shall not release public or media statements or publish material related to the Services or Project at any given time during and after completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

13. Liability

13.1 Liability of the Service Provider

13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within **14 days** and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by others.

14. General Conditions of Contract

Service provider's tax and levy affairs to be in order

Add:

3.15 It is a condition of Contract that:

- i) the taxes of the Service Provider must be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
- ii) the Employer levies of the successful Tender must be in order, or that suitable arrangements have been made with the Employer to satisfy them.
- iii) if the declaration is found not to be correct, the Employer may, in addition to any other remedy it may have:
 - a) recover from the Service Provider all costs, losses or damages incurred or sustained by the Employer as a result of the award of the Contract; and/or
 - b) cancel the Contract and claim any damages which the Employer may suffer by having to make less favourable arrangements after such cancellation; and/or
 - c) impose on the Service Provider a penalty not exceeding 5% of the value of the Contract.
- iv) if the Service Provider is a consortium/joint venture, then each party shall comply with this clause.
- v) any sub-Service Provider employed by the Service Provider shall comply with this clause.
- vi) the Service Provider shall provide the following documents:
 - a) the current relevant business licence;
 - b) the latest tax receipt in respect of both the Income and Value Added Tax showing the date of issue and Local of the Service Provider,
 - c) Employer Department of Finances Certificate of Good Standing, available from the Employer's Levies Section.

C1.2 Contract Data

C1.2.2 Part 1: Data provided by the Employer

Clause	Data
1	Employer: The Employer is the Mquma Local Municipality The authorized and designated representative of the Employer is: Name: Mr S Mahlasela, Municipal Manager, Mquma Local Municipality. The Employer's address for receipt of communications is: Mquma Local Municipality, No. 61 Blyth St, Rev. Tiyo Soga Building Butterworth, 4960 Tel: 047 0501101
3.9.4	Period of Performance: The duration for the Planning, Design, Development of Contract documentation that is compliant to CESA or SAICE applicable Professional standards & norms and working drawings shall be (8) Eight weeks from the date of appointment. All SAICE, EPWP, GOGTA, DEDEA and Mquma Local Municipality's reporting requirements including other applicable legislations shall be complied within the duration of the Contract and submitted to the Civil Services in monthly bases. Other key deliverables by the Service Provider shall be completed within and monitored against the time frames set out in the final project programme drawn up by the Service Provider and approved by the Employer.
3.12	Penalty A penalty of R1000.00 shall be levied for every Day that elapse between the end of the period specified under 3.9 Period of Performance, or an extended Period of Performance, and the actual date of completion up to a maximum amount of 5% of the Tender sum. The penalty shall be payable on each month in proportion to the Days that have elapsed.
3.15.1	Programme The Service Provider shall, within the 7 days of appointment and/or whenever a programme is amended or revised as per the instruction of the Employer, submit for the Employer's approval a programme for the performance of the Services and The key milestones shall include, but are not limited to: • Submission of preliminary design report. • Submission of Scoping Report to DEDEAT. (where applicable) • Receipt of approval from DEDEAT. (where applicable) • Submission of Environmental Management Programme the municipality. (where applicable) • Receipt of approval from DEDEAT. (where applicable) • Submission of draft Tender drawings to the municipality • Submission of draft Tender documentation to the municipality • Completion of final Tender drawings and documentation to the municipality • Date for advertising Tenders. • Date for closing of Tenders. • Date for completion of adjudication report.

	• Date for signing construction drawings. • Other relevant & applicable activity that may have an effect on the project timeframes.
3.16	Price adjustment to time-based fees for inflation No price adjustment to time-based fees shall be allowed during the period starting from planning until the completion and hand-over of the construction work.
4.3.2	Assistance Assistance duties shall be delegated to the Manager: Civil Services after appointment of the Service Provider with regard to the management of the project in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the project management services.
5.4	Insurances to be taken out by the Service Provider The Service Provider shall as a minimum and at his own cost take out and maintain in force all the following insurance Insurance against: Professional Liability Cover: Full project value. Period: Until three years after project has been commissioned. Deductibles: Greater of 5% or R50, 000.00 per claim. Insurance against: Public Liability Cover: Full project value. Period: Entire preconstruction period. Deductibles: Greater of 5% or R50, 000.00 per claim.
8.1	Commencement of Services The Service Provider shall commence the performance of the Services within 14 days on receipt of appointment and shall not affect the approved Period of Performance.
9.1	Ownership of documents and copyright Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested with the Employer. The Employer shall have ownership of all electronic & hard copy documents pertaining to the planning, design & management of the project.
12.	Resolution of disputes
12.1	Settlement Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to mediation.

C1.2 Contract Data

C1.2.3 Part 2: Data provided by the Service Provider

Clause	Contract Data
1.	The Service Provider is Address Registered Company/Close Corporation Name (if applicable) is VAT registration number..... Bank name & branch..... Bank account number..... The Service Provider's address for receipt of communications is: Telephone: Facsimile: E-mail: Address:
5.3	Designated representative The person detailed below shall have complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider. Name of designated representative..... Professional registration category..... Professional registration number..... Years of experience in the consultancy industry.....
5.5	Service Provider's actions requiring Employer's prior approval The Service Provider shall obtain the Employer's prior approval in writing before taking, inter-alia, any of the following actions: a) appointing Subcontractors for the performance of any part of the Services as listed on the T2.1.17 Schedule of Subcontractors b) appointing Key Persons as listed on the T2.1.8 Schedule of Key Persons
13.6	Indemnity by the Service Provider

	The Service Provider shall ensure full cover & maintain all insurances against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.
--	---

Tenderer

Signature of Tenderer

Date

C1.3 : FORM OF PERFORMANCE GUARANTEE (PRO FORMA)

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, (2015).

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor”

means:.....

.....

.....

Physical address:

.....

.....

.....

“Employer” means:

“Contractor” means:

.....

.....

.....

“Employer’s Agent” means:

.....

.....

.....

“Works” means:

.....

.....

.....

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

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

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue of the Certificate of Completion

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

1. FIXED PERFORMANCE GUARANTEE

- 1.1. Where a fixed PERFORMANCE Guarantee has been selected. The Guarantor’s liability shall be limited to the amount of the Guarantee Sum.
- 1.2. The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

- 2.1. The Guarantor hereby acknowledges that:
 - 2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
- 2.2. Subject to the Guarantor’s maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
 - 2.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer’s Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
 - 2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;

- 2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1
- 2.5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6. Payment by the Guarantor in terms of 3.2 or 3.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at

.....
.....

Date

.....

Guarantor's signatory (1)

.....
.....

Capacity

.....

Guarantor's signatory (2)

.....
.....

Capacity

Witness signatory (1)

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

Witness signatory (2)

C1.5 : DISCLOSURE STATEMENT

PRO FORMA

Date: _____

Contract: _____

Contractor: _____

Employer: _____

Engineer: _____

Dear Sirs

I am willing and available to serve as ad-hoc 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:

1. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
2. I have had no previous involvements in this project.
3. I do not have any financial interest in this project.
4. I am not currently employed by the Contractor, Employer or Engineer.
5. I do not have any financial connections with the Contractor, Employer or Engineer.
6. I do have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
7. 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: _____

C1.6 : ADJUDICATION BOARD MEMBER AGREEMENT

PRO FORMA

This Agreement is entered into between:

Adjudication Board Member:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Contractor:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Employer:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

The parties entered into a Contract for _____

_____ (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition 2010 (GCC), must be referred to **ad-hoc adjudication**.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the GCC, Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 1. A monthly retainer of _____ (amount) for _____ (number of months), and/or
 2. A daily fee of _____ (amount) based on a _____ (number) hour day, and/or
 3. A hourly fee of _____ (amount), and/or
 4. A non-recurrent appointment fee of _____ (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost. Upon submission of an invoice for fees and expenses to the Parties, the **Employer** shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other Party by half the amount so that fees and expenses are borne equally by the Parties. This Agreement is entered into:

Contractor's signature: _____

Contractor's Name: _____

Place: _____

Date: _____

Employer's signature: _____

Employer's Name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's Name: _____

Place: _____

Date: _____

C1.7 : CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in 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) on:

The (day) of(month) (year)

At(place)

It is hereby agreed that the official commencement date of the contract will be:

The (day) of(month) (year)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/18/26-27

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE CONSTRUCTION OF BLYTH &
CARNEGIE STREETS**

CONTRACT PART 2 (OF 4): PRICING DATA
--

- C2.1 Pricing Instructions**
- C2.2 Pricing Schedule**
- C2.3 Summary Page for Pricing Schedule**

C2.1: PRICING INSTRUCTIONS

Tenderers shall price their bid documents with particular reference to the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 175 of 2009, 4 January 2010

C2.1.1 PREAMBLE TO THE PRICING SHEDULE

- (1) Percentage fee based on the cost of the works shall apply.

The location, size, character, form and function of the work(s) are defined under the Scope of Works and will be further defined during the Compulsory briefing meeting to be held at the respective sites.

2.3 Definitions

In this Schedule, any word or expression defined in **the Act**, has that meaning, and, unless the context otherwise indicates:

- (i) **“client” or “Employer”**, means any juristic person or organ of the State engaging a **consulting engineer** for **services** on a **project**;
- (ii) **“construction monitoring”** means the process of managing and co-ordinating the contract and over-seeing and/or inspecting the works, to the extent of the **consulting engineer’s** engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract, that the designs are being correctly interpreted and that appropriate construction techniques are being utilized. **Construction monitoring**, to whatever extent, shall not diminish the contractor’s responsibility for executing and completing the works in accordance with his contract.
- (iii) **“consulting engineer”**, for purposes of these rules only, means any professional registered in terms of **the Act**, or a juristic person who employs such professional, engaged by a **client** on a **project**;
- (iv) **“contractor”** means any person or a juristic person under contract to a **client** to perform the **works** or part of it on a **project**, including a subcontractor under contract to such **contractor**;
- (v) **“cost of the works”** means the total amount, exclusive of value added tax, certified or which would, normally, be certifiable for payment to **contractors** (irrespective of who actually carries out the works) in respect of the **works** designed, specified or administered by the **consulting engineer**, before deduction of liquidated damages or penalties, including –
 - (a) a pro-rata portion of all preliminary and general items applicable to the **works**; and
 - (b) the costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the **client** and including the cost or a fair evaluation of the cost of installation (the sourcing, inspection and testing of such will comprise additional services by the **consulting engineer**);
- (vi) **“normal services”** means the **services** set out in clause 2.1;
- (vii) **“project”** means any total scheme envisaged by a **client**, including all the **works** and **services** concerned;
- (viii) **“services”** means the services contemplated in clause 2 on a **project** for which a **consulting engineer** is engaged;
- (ix) **“stage”** means a stage of **normal services** set out in clause 2.1;
- (x) **“the Act”** means the Engineering Profession Act, 2000 (Act No. 46 of 2000);
- (xi) **“works”** means the activities on a **project** for which **contractors** are under contract to the **client** to perform or is intended to be performed, including the supply of goods and equipment;

1. Guideline Scope of Services

1.1 All stages defined under the Normal Services and level 4 Construction Monitoring shall apply

3.3.3 Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

The **client will** require the **consulting engineer** to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the **client**, the additional **services** may include the following:

(1) The **consulting engineer** must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

(2) The **consulting engineer** must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

C2.2 : PRICING SCHEDULE**NAME OF BIDDER:****TENDER NO.:** MNQ/SCM/18/26-27**PROJECT NAME:** *APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PLANNING, DESIGN AND PROJECT MANAGEMENT FOR THE CONSTRUCTION OF BLYTH AND CARNEGIE STREETS***CLOSING DATE & TIME:** 31/08/2026@ 12H00

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF TENDER.

Item No: 1.0	NORMAL SERVICES	UNIT	QTY	RATE	TOTAL / AMOUNT
	Civil Engineer				
1.1	Stage 1 : Inception	Sum	1		
1.2	Stage 2 : Concept and Viability	Sum	1		
1.3	Stage 3 : Design Development		1		
1.4	Stage 4: Documentation & Procurement	Sum	1		
1.5	Stage 5: Contract Administration	Sum	1		
1.6	Stage 6: Close-out Report	Sum	1		
SUB-TOTAL A					
2.	ADDITIONAL SERVICES				
2 1	Survey	Sum	1		
2.1.1	Mark up for item 2.1	%			
2.2	Geotechnical information	Sum	1		
2.2.1	Mark up for item 2.2	%			
2.3	Environmental issues	Sum	1		
2.3.1	Mark up for item 2.3	%			
2.4	Occupational Health & Safety duties on behalf of the Employer	Sum	1		
2.4.1	Mark up for item 2.4				
2.5	ISD – Institutional & Social Development	Sum	1		
2.5.1	Mark up for item 2.5				

SUB-TOTAL B					
3.0	Construction monitoring				
3.1	Additional 6 days/month site monitoring for category C individual for actual duration of the contract	Sum			
SUB-TOTAL C					
4.0	EXPENSES & COSTS FOR ACTUAL DURATION OF THE CONTRACT				
4.1	Travel	Sum	1		
4.2	Recoverable expenses	Sum	1		
SUB-TOTAL D					
5.0	Time basis (Rate only)				
5.1	Category A	Hr			Rate only
5.2	Category B	Hr			Rate only
5.3	Category C	Hr			Rate only
5.4	Category D	Hr			Rate only
TOTAL (sum of sub – totals A, B, C, D,etc)					
ADD: VAT (15%)					
TOTAL TENDER AMOUNT					

NOTES:

The Total Tender amount shall be carried forward to the Form of Offer.

Time based payments will only be made if the service is approved in writing by the Employer. Tenders shall enter rates for the appropriate level of personnel who will carry out any timed based services.

Travelling & Subsistence Expenses

All Traveling Expenses are to be priced according to the latest Gazetted Government Tariffs the Department will pay the tariffs as published by the Department of Transport without adding any surcharge to the published rates. The rates include fuel, maintenance, capital, insurance and depreciation.

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

Signed

Date

Name

Position

Tenderer

*If one of the items is not filled in, the Bidder should provide a supporting correspondence as to why that item will not be required in this project. Failing which the price of the Bidder will be deemed invalid and unfair to other Bidder's prices.

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/18/26-27

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE PLANNING, DESIGN AND
PROJECT MANAGEMENT FOR THE CONSTRUCTION OF BLYTH & CARNEGIE STREETS**

CONTRACT

PART 3 (OF 5): SCOPE OF WORK

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C3.1: INTRODUCTION

Provision(s) of Professional Engineering Services is required for the Planning, Drafting of Preliminary Design reports, Final Design reports & drawings, compilation of contract documentation, Construction & Project Management and drafting of O & M manuals, Close-Out Report and Other applicable activities to complete the following project(s).

NO.	PROJECT NAME	PROVISION OF PROFESSIONAL SERVICES FOR THE PROFESSIONAL PROJECT DELIVERABLES	PLANNED CONSTRUCTION ACTIVITIES
1	Appointment of a Professional Service Provider for the planning, design and project management for the Construction of Blyth & Carnegie	Inception, Concept & Viability Design Development Documentation & Procurement Contract Administration & Inspection Close-Out Report	The proposed reconstruction of 644 m of Blyth Street and 98 m of Carnegie Street will consist of the following: • Ripping and stripping of the existing tarred surface • Widening of the horizontal alignment to be 8m width • Upgrading of the stormwater management system, • Removal of the existing pavement layers and upgrade to more sustainable structural layers • Final layer (surface) Hot Mix Asphalt (HMA) • concrete paving Island (1,5m width) 616m length with kerbing • Installation LED streetlights • Road marking and permanent road signs

Technical and Financial proposals from suitably qualified Professional Civil and or Engineering and Project Management companies are invited to be submitted in accordance with the Tender Notice, Bid document and the Mquma Local Municipal's Supply Chain Management Policy.

The Professional Services will include but not limited to the following:

- Compilation of Technical Report(s).
- Project Planning, Designing, drawings & Contract documentation in accordance with Professional National & International Standards as prescribed by Local Relevant Professional Board and other applicable Standards etc.
- Contract Documentation Support - Preparation of all the relevant Tender documents and coordination of bidding processes
- Application of Professional Norms & Ethics to complete the project(s)
- Monthly progress reporting and Other Reporting Requirements required during the project implementation shall be the Service Providers responsibility.
- Project Management and Contract Administration
- Conduct and coordinate project site meetings (Technical & Site) to ensure effective management and public participation with the project(s)

- Compilation and issuing of close-out report at completion

Development of O & M manual for the project

C3.2 : DESCRIPTION OF THE PROJECT

C3.2.1 Existing Infrastructure

The assistance of a Professional Engineer will be required to locate existing infrastructure during the Planning, design stage and determine potential delays and adverse effects towards the achievement of the project(s) deliverables.

The project is mainly comprised of new building Works and minor alteration.

C3.2.2-3 Topography, Geotechnical and Material Aspects

The general topography & geotechnical conditions of Blyth and Carnegie streets will be presented discussed during the compulsory briefing meeting & subsequent sites visits.

Any other investigations that may assist the Bidder to fairly price his bid document shall be on the Bidder's account to conduct during the compulsory briefing meeting

C3.2.5 Proposed Design Standards

The design shall be carried out according to the applicable Professional Standards as prescribed by ECSA and other applicable Standards. The Tenderer shall ongoing liaise with the Mnquma Local Municipality regarding the most appropriate design parameter(s) at least on a weekly basis and also present progress.

The Tenderer is also expected to adopt a design philosophy which will maximise the use of local resources and labour during the construction phase, in accordance with the principles of Expanded Public Works Programme. The Tender documentation will reflect this philosophy and shall promote Broad-based black economic empowerment (BBBEE) in general.

C3.2.6 Environmental and Mineral Resources

The Tenderer will be responsible for implementing the necessary processes to obtain approval in respect of the environment and the use of materials ***if required*** and shall be the responsibility of the Service Provider to duly allow for such activities and ***formally advise the Employer of such & other requirements to be submitted with the bid document.***

In particular, the following approvals:

- A Record of Decision approving the project from the Department of Environmental affairs (DEA) (where applicable).
- Regular environmental reports during construction, plus a completion report in terms of DEAT requirements (where applicable).

Penalties as prescribed on the Contract Data will be applied on failure to obtain the necessary approvals that may lead to delays in implementing the project.

C3.2.7 Existing Services

The Tenderer shall identify any existing services, such as electricity, telephone, water supply, etc, which may be affected by the project. It is imperative that the relevant authorities be advised within a reasonable period about the need to relocate services with minimum disruptions to the approved programme. It is the Bidder's responsibility to notify and communicate with the relevant authorities and draft a programme for relocations required.

The bidder shall take full responsibility for the way leaves applications and approvals

Relocation costs are generally paid via the construction contract and provision should be made in the Tender document. However, critical relocations may have to be detailed on the methodology to be submitted with this Bid Document during closing.

C3.3: Execution of Engineering Services

C3.3.1 General

The Tenderer shall execute the required services in a professional manner, complying with the appropriate design codes and specifications. The Tenderer shall also comply with all relevant legislation pertaining to the built environment in general and Roads and Storm-water infrastructure projects in particular.

The Tenderer should demonstrate in his Methodology and Technical Proposal that he is aware of the relevant legislation and the various approvals required at certain stages of the project. Failure to demonstrate this knowledge will result in the Tender being considered non-responsive in terms of functionality.

C3.3.2 Scope of Professional Services

Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

C3.3.3. Provision of Personnel and Resources

Particular emphasis is placed on the qualifications of the key personnel to be provided when calculating the points scored for pre-qualification. No changes to the proposed personnel will be accepted without clear motivation and only then in exceptional circumstances. Replacement personnel must have similar or better qualifications than those originally proposed.

Failure to provide suitable personnel and resources may result in the Tenders being re-evaluated and the Contract being cancelled as per Clause 8.4 of the Special Conditions.

C3.3.4 Programme of Activities

The Tenderer shall submit a final programme indicating the key milestones to the Employer within 7 (seven) days of the date of the letter of acceptance of Tender for approval by the Employer. The key milestones shall include, but are not limited to:

- Submission of preliminary design report.
- Submission of Scoping Report to DEAT. (where applicable)
- Receipt of approval from DEAT. (where applicable)
- Submission of Environmental Management Programme to DME. (where applicable)
- Receipt of approval from DME. (where applicable)
- Submission of Final Design report
- Submission of draft Tender drawings.
- Submission of draft Tender documentation.
- Completion of final Tender drawings and documentation.
- Date for advertising Tenders.
- Date for closing of Tenders.
- Date for completion of adjudication report.
- Date for signing of construction drawings.
- Submission of Construction Drawings with approval stamps from the Amathole District Municipality, Eskom
- Submission of programme of works and cash-flow projections

The programme shall also demonstrate that the Tenderer recognises the various inputs required in order to meet these milestones. Failure to submit an acceptable programme will lead to delays which

could in turn result in penalties.

The preparation of the programme, and of any required updates, is considered to be included in the Tender percentage fee for the preliminary design.

C3.3.5 Progress Meetings

The Tenderer shall meet formally with the Employer on a monthly basis to discuss progress on the project. The Employer may ask for additional meetings in the event of progress being behind the accepted programme. All meetings shall take place at a convenient place within the Municipality area.

The meetings shall continue during the construction stage, with the specific purpose of presenting cost forecasts to the Employer and highlighting any technical or contractual issues. These meetings shall be in addition to the normal monthly site meetings with the successful Tenderer for construction. The project site shall provide for proper facilities for these meetings to take place in a convenient environment to be spelt out in the contractor's general obligations.

All the cost of attending the first two progress meetings per month is deemed to be included in the Tender percentage fee for the various stages of the project.

C3.3.6 Reporting

Monthly progress reports shall be prepared and tabled at the above referred meetings together with a marked up programme illustrating progress against original planned targets. The reports shall be prepared according to approved standards by the Employer and shall take into account DSRAC & COGTA reporting requirements and other applicable reporting standards. Progress reports shall be submitted to Civil Services Division on a monthly basis prior and/or with submission of fee claim and or payment certificates due for payment to all parties involved.

Every report shall be accompanied with visual photos indicating progress on site where applicable. A ***Checklist of applicable or relevant supporting documentation shall be issued to the Tenderer which shall be submitted on a monthly basis*** with or without payment certificate(s).

C3.3.7 Targeted Procurement

The inclusion of targeted procurement procedures (Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates) in Tender documentation, and reporting thereon during construction, are deemed to be included in the various stages and will not be paid for separately.

C3.4: Preliminary Design Stage

The Preliminary Design Stage shall be carried out in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

A preliminary design report is required which shall include, but shall not be limited to, the following:

- An assessment of different design standards and cost benefit analysis for each option.
- Details of liaison with DEAT. (where applicable)
- Details of community liaison, relevant issues and implications for the design.
- Progress with survey, materials investigation etc, and confirmation of dates for the Tender process.
- A comprehensive preliminary construction cost estimate.

C3.5: Detailed Design and Tender Documentation

The Design and Tender Stage shall be carried out in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

During the design process cognisance must be taken of the requirements of the Expanded Public Works Programme and allowance made for the inclusion of operations that can be carried out under this programme.

A final Detailed Design Report is required, confirming the recommended route and design standards. The methodology report shall accompany the Tender document and the detailed Engineer's cost estimate for the project. The cost estimates shall be based on the schedule of quantities in the Tender document and may need to be updated following feedback from the Employer.

The format of the Tender documentation shall be discussed in advance with the Employer. The Employer shall provide information in terms of the Mquma Local Municipality's Supply Chain Management Policy and Special Conditions of Contract, as well as the Tender evaluation procedure to be followed. Material information is considered to be an integral part of the Tender documentation.

Prior to Tenders being advertised and it is essential that certain services and documents be completed:

- All survey work.
- Submission of Scoping Report to DEAT and receipt of record of decision {or at least notification of when record of decisions (ROD) is expected}.
- Submission of EMP to DEAT and receipt of approval.
- Details of community liaison conducted and mitigation measures adopted.
- Issue of expropriation notices to landowners (if any).
- Design Drawing Sections

The Tender documents received shall be evaluated according to the requirements of the Employer and/or in accordance with the Mquma Local Municipality's Supply Chain Management Policy and evaluation according to a points scoring system.

C3.6: Working Drawings

The Working Drawings shall be prepared in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates. and any subsequent updates.

The full set of construction drawings must be submitted for approval of the Employer. Signed construction drawings are required prior to the official contract commencement date of the Contractor.

C3.7: Construction Stage

The Construction Stage shall be carried out in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice

243 of 2013, 01 January 2014 and any subsequent updates.

During the course of construction, the Tenderer shall update the Employer's database on a monthly basis. In addition, the Tenderer shall ensure that all information required for reporting in terms of employment statistics and targeted procurement are provided and submitted. All the necessary quality tests, as stipulated by South Africa National Standards (SANS) shall be done with the Employers agent in witness.

C3.8: Completion of Services

The completion of services refers to the preparation of the following, their submission and presentation to the Employer

- "As-built" drawings with record drawings,
- As-Built information,
- Practical & Completion Certificates
- Snag-list certificate(s)
- A comprehensive Close-out Report,
- Operation & Maintenance Manuals,
- A submission of all the relevant test results as stipulated by South Africa National Standards (SANS) shall also be made on completion.

In addition, closure must be obtained from DEAT. (Where applicable)

It is a requirement that the professional services be completed and applicable or all documentation submitted to the Employer within 3 months of the issue of the Contractors' Certificate of Practical Completion. A separate payment item is included in the Pricing Schedule for completion of services and this must be priced realistically. Refer to the tables in ECSA guidelines.

C3.9: Construction Monitoring / Site Supervision

This service must be included in this contract and must not be priced separately.

C3.10: Additional Services

All additional services shall be carried out in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates. The following additional services are envisaged, although further services may be added by the Employer.

C3.10.1 Survey

A detailed engineering topographical survey is required which will provide sufficient detail for the road alignment and drainage design to be carried out.

The Tenderer shall take full responsible for the arrangement of a recognised and experienced survey firm to conduct the detailed engineering topographical survey. The costs shall be included in the BOQ's and shall be deemed to have been included.

C3.10.2 Geotechnical Investigation (Where applicable)

A comprehensive geotechnical investigation is required in order to minimise the potential for unforeseen conditions on site. The services of a recognised specialist engineering geologist shall be engaged to carry out the investigation. The cost and the appointment shall be approved by the Employer.

The appointed specialist or firm will be responsible for:

- Point out any potential problems which may impact on the design, such as slope stability and specific counter measures.
- Prepare a geotechnical report incorporating details of the investigations conducted and the results thereof.

C3.10.3 Environmental Issues (Where applicable)

It is essential that the necessary environmental approvals for the project be obtained from the relevant government departments. An environmental specialist shall be engaged to carry out investigations, liaise with the relevant departments, submit reports and obtain approvals.

In particular, the following approvals are required:

- An ROD from the DEAT.
- Regular environmental reports during construction, plus a completion report in terms of DEAT requirement.

The appointment of the environmental specialist and the costs thereof shall be approved by the Employer. Separate payment items are included in the Pricing Schedule for the work relating to DEAT.

C3.10.4 Expropriation and Compensation

The Tenderer is responsible for ensuring that the Employer's procedures with regard to expropriation and compensation are adhered to.

Expropriation diagrams are required for each affected property. These shall be forwarded to the owners by the Tenderer under the Employer's letterhead. The format of the diagrams and the letters shall be agreed between the Tenderer and Employer.

The Tenderer shall be reimbursed for inputs related to expropriation on a time and cost basis.

C3.10.5 Time Based Services

With reference to Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 175 of 2009, 4 January 2010, the Employer may order that certain services be carried out on a time and cost basis.

The Tenderer is required to provide Tender hourly rates for various categories of personnel as per Items 3.1 to 3.4 of the Pricing Schedule. These rates only shall be used to calculate the value of time based services. Clause 4.4 (3) of ECSA guidelines shall not apply.

C3.11: Measurement and Payment

The principles for the measurement and payment of professional fees to the Tenderer are explained under the **Pricing Assumptions** to the Pricing Schedule. Clarification of costs deemed to be included in the Tender rates for normal services are provided below.

C3.11.1 General

C3.11.1.1 Travel

This Contract will be awarded on the basis that the Tenderer's personnel are considered to be located within a maximum radius of 50km or an office based at Butterworth. No additional payment will be made for travel from other offices or centres unless agreed to in advance by the Employer.

C3.11.1.2 Expenses

Miscellaneous expenses as described in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates, shall be recovered at the actual cost plus the Tender mark up will not be applicable).

C3.11.1.3 Reporting and Meetings

All costs associated with monthly reports, progress meetings and updating the Employer's database are deemed to be included in the Tender rates for normal services.

C3.11.2 Preliminary Design Stage – Payment Item 1.1

No separate payment will be made for the report stage described in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

Any services listed in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates, which are carried out under this Contract are deemed to be included in the Tender rate for the Preliminary Design Stage.

C3.11.3 Design and Tender Stage – Payment Item 1.2

The Tender rate for the Design and Tender Stage is deemed to include all costs associated with incorporating targeted procurement into the Tender documentation. No separate payment will be made for services described in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

The inclusion of targeted procurement procedures, OHS Act regulations, a Tender evaluation system, environmental specifications, and any other specific requirements, in the Tender documents are deemed to be covered by the Tenderer's percentage rate for Design and Tender Stage.

The fees (up to the first 50% of the Tendered rate) for this stage shall be claimable once the Consulting Engineer has acquired approval from the Employer after the submission of a detailed project design report (with detailed drawings) and progress report.

The fees (up to 100% of the Tendered rate) for this stage shall be claimable once the Consulting Engineer has acquired approval from the Employer after submission of a Tender evaluation and progress reports.

C3.11.4 Working Drawing Stage – Payment Item 1.3

The fees (up to 100% of the Tendered rate) for this stage shall be claimable once the Consulting Engineer has submitted and presented a complete set of construction drawings to the Employer and the Contractor; and has submitted his progress report.

C3.11.5 Construction Stage – Payment Item 1.4

The Tender rate for the Construction Stage shall include for carrying out the duties of the Engineer in accordance with the General Conditions of Contract pertinent to the construction contract.

Should any dispute require resolution via mediation, arbitration or litigation, then additional services as described in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates shall apply.

The Consulting Engineer shall be entitled up to the Tendered rate of the total approved percentage fee at the completion of this stage. Progress payments shall be made on a pro-rata basis, based upon the actual construction cost according to the progress made with the project and provided that the Consulting Engineer's fee does not exceed the Tendered rate of the total approved percentage fee for the project, and provided that the Consulting Engineer submits monthly progress reports as required by Mquma Local Municipality.

The Consulting Engineer shall be entitled up to of the total approved percentage fee for the project when this stage is complete.

C3.11.6 Completion of Services – Payment Item 1.5

Payment under this item will only be made once all documentation, reports, as-built information and among others the following:

- "As-built" drawings with record drawings,
- As-Built information,
- Practical & Completion Certificates
- Snag-list certificate(s)
- A comprehensive Close-out Report,
- Operation & Maintenance Manuals,
- And all the relevant test results as stipulated by South Africa National Standards (SANS) shall also be made on completion have been accepted by the Employer, and all necessary approvals and closures obtained from the relevant departments and authorities.

The Consulting Engineer shall be entitled to the remaining Tendered rate of the fee budget, based on the actual construction cost.