



## MNQUMA LOCAL MUNICIPALITY

**BID NUMBER: MNQ/SCM/78/24-25**

### TENDER DOCUMENT

## APPOINTMENT FOR PANEL OF SIX (06) PROFESSIONAL SERVICES FOR THE SOCIAL FACILITATION SERVICES FOR INFRASTRUCTURAL CAPITAL PROJECTS FOR A PERIOD OF TWO (2) YEARS

**(GCC 2015)**

### VOLUME 1

<b>ISSUED &amp; PREPARED BY:</b>			
Mnquma Local Municipality Corner King & Mthatha Street Butterworth 4960			
For Technical Contact Details		For SCM Contact Details	
Contact Person:	Ms. Z Mbusi	Contact Person:	Ms Y. Vava
Telephone:	047 050 1250	Telephone:	047 050 1156
Registered Name of Tenderer:			
<b>TRADING NAME OF TENDERER:</b>			
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

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

### PROJECT DESCRIPTION

BID NO.	Description	Closing Date	Evaluation Criteria
MNQ/SCM/78/24-25	Appointment for panel of six (06) professional services for the social facilitation services for infrastructural capital projects for a period of two (2) years	Date: 24/04/2025 Time: 12:00	80/20

**Technical Enquiries:** Ms Z Mbusi (Manager: Civil Services) at 047 050 12389 [email:mbusizanele@gmail.com](mailto:mbusizanele@gmail.com)

**SCM Enquiries:** Ms. Y. Vava (Acting Manager: SCM) at (047) 050 1150 /072 698 6085 emails:[yvava@mnquma.gov.za](mailto:yvava@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 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	Number of points allocated 20 points	Proof Required to score points
The promotion of enterprise located in Mnquma municipal area for work to be done or service to be rendered	10	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month
The promotion of enterprise located in Amathole municipal region for work to be done or service to be rendered	5	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month
The promotion of enterprise located in Eastern cape area for work to be done or service to be rendered	3	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month
The promotion of South African owned enterprise	2	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base 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) Social facilitation services in infrastructural capital projects

**Signed reference letters with appointment letters in relation to the required services for social facilitation services in infrastructural capital projects must be attached.**

**NB: Key Staff personnel must be working for the bidding company.**

- **Social Facilitator:** Academic Qualification: National Diploma in Public Management/Social Science and must have a minimum of 3 years' experience.

**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)**

- **Construction Equipment and Tools:**
  - Bakkie

**Bidding Company must attach certificate of registration for (Bakkie), or submit signed Letter of intent to lease with certificate of registration for (Bakkie), The signed letter of intent to lease must contain the relevant bid number/project description and construction equipment leased**

- Full CSD Report (Not older than one Month)
- Only original tender documents will be accepted.
- Fully Completed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD 1-9 (Part of the document). Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable ink

**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 must 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, irrevocable and open for written acceptance by the Mngquma Local Municipality for a period of 90 days from the closing date.
- The award of the tender maybe 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](http://www.mnquma.gov.za)

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

- 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 to any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period of 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

- In the case of partnerships/consortiums/ signed joint venture agreement must be submitted with the tender document.
- All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database.

**OBTAINING OF TENDER DOCUMENTS:**

Tender documents for this project can be obtained at Mnquma Local Municipality website [www.mnquma.gov.za](http://www.mnquma.gov.za) and eTender portal <https://entender.gov.za/>

**TENDER SUBMISSION AND OPENING**

Tenders/Proposals must be submitted by hand at Bid Box, Corner King and Mthatha Street, Butterworth. 4960

Tenders should be sealed, endorsed on the envelope with:

**BID NO: MNQ/SCM/78/24-25**

**PROJECT NAME: Appointment for panel of six (06) professional services for the social facilitation services for infrastructural capital projects for a period of two (2) years**

On the back of the envelope with:

- Company name and address, contact person and contact details

Mnquma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

.....  
**S Mahlasela**  
**Municipal Manager**

**PART A  
INVITATION TO BID**

**MBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	MNQ/SCM/78/24-25	CLOSING DATE:	24/04/2025	CLOSING TIME:	12H00
DESCRIPTION	<b>Appointment for panel of six (06) professional services for the social facilitation services for infrastructural capital projects for a period of two (2) years</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
<b>MNQUMA LOCAL MUNICIPALITY</b>					
<b>CORNER KING AND MTHATHA STREET</b>					
<b>BUTTERWORTH</b>					
<b>4960</b>					
<b>SUPPLIER INFORMATION</b>					
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		DEPARTMENT	Infrastructural Services	
CONTACT PERSON	Ms Y. Vava		CONTACT PERSON	Ms Z Mbusi	
TELEPHONE NUMBER	047 050 1156		TELEPHONE NUMBER	047 050 1250	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:yvava@mnguma.gov.za">yvava@mnguma.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:zmbusi@mnguma.gov.za">zmbusi@mnguma.gov.za</a>	

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ 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](http://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 <b>MNQUMA LOCAL MUNICIPALITY</b>

1.2	<p>The Bid documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures</p> <p>T1.1 Bid notice and invitation to Bid</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>Part 1: Agreements and contract data</b></p> <p>C1.1 Contract Form – Rendering of Services</p> <p>C1.2 Contract Data</p> <p>C1.3 Professional Indemnity Insurance</p> <p>C1.4 Service Level Agreement (Issued on appointment)</p> <p><b>THE CONTRACT</b></p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part 3: Scope of work</b></p> <p>C3.1: Employers Objective</p> <p>C3.2: Site Location</p> <p>C3.3: Site Conditions</p> <p>C3.4: Cadastral Information</p> <p>C3.5: Extent of the Services</p> <p>C3.6: General Scope of Works</p> <p><b>Part 4: Site information</b></p>
F.1.4	<p>The employer's agent is:</p> <p>Name: <b>MNQUMA LOCAL MUNICIPALITY</b></p> <p>Address: <b>CORNER CARNERGIE &amp; BLYTH STREET, BUTTERWORTH</b></p> <p>Tell: <b>047 050 1279</b></p> <p>E-mail: <a href="mailto:zmbusi@mnquma.gov.za">zmbusi@mnquma.gov.za</a></p>

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	<p><i>Add the following</i></p> <p>Only those Bidders who satisfy the following criteria are eligible to submit Bids</p> <p>Only those Bidders who has Personnel whom are Professionally Registered with the relevant professional body i.e. SACAP, and they, or he or she must currently be working for a bidding Company, that are eligible to submit Bids.</p>							
F.2.1.1								
F.2.2	<p>In order to be considered for a contract in terms of this Bid, Bidders must conform with the following evaluation stages;</p> <p>Stage 1: Administrative compliance</p> <p>Stage 2: Financial Evaluation</p> <p>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,</p> <p><b>Note:</b> The correct template for affidavits must be utilized at all times. The templates are available on Council's website.</p> <table border="1"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated 20 points</th><th>Proof Required to score points</th></tr> </thead> <tbody> <tr> <td>The promotion of South African owned enterprises</td><td>20</td><td>Fully completed and signed MBD 6.1; and full central Suppliers Data Base report (CSD) not older than one month</td></tr> </tbody> </table> <p>50% of the 20 points will be allocated towards locality</p>		The specific goals allocated points in terms of this tender	Number of 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 full central Suppliers Data Base report (CSD) not older than one month
The specific goals allocated points in terms of this tender	Number of 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 full central Suppliers Data Base report (CSD) not older than one month						
F.2.3	<p><i>Add to the paragraph to further read</i></p> <p>"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".</p> <p>"Bidders are to ensure that they provide the Employer with clear and complete contact details and fax numbers of a functioning fax machine"</p>							

F.2.7	<p>The arrangements for a compulsory site meeting are as stated in the Bid Notice and Invitation to Bid.</p> <p>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.</p> <p>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.</p>
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	<p><i>Insect and replace with</i></p> <p>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.</p>
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	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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	<p>The employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:</p> <p><b>Location of Bid Box:</b> MNQUMA LOCAL MUNICIPALITY Municipal Main offices</p>

	<p><b>Physical address:</b> MNQUMA LOCAL MUNICIPALITY CORNER KING &amp; MTHATHA STREET BUTTERWORTH 4960</p> <p><b>Bidder:</b> Name &amp; Address of Bidder</p> <p><b>Identification details:</b> As per Bid invitation</p>
F.2.13	A two-envelope procedure will <b>not</b> be followed.
F.2.15	<p>The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid.</p> <p><i>Add the following to F.2.15.1</i></p>
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 <b>120 days</b> 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:		
	<b>Date</b>	<b>Title or Details</b>
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

Date

Name

Position

Tenderer

## Compulsory Declaration

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

### Section 1: Enterprise Details

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

### Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

### Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

### Section 4: CIDB registration number

CIDB Registration number (if applicable)	
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### Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

### Section 6: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                |  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes      ☐ No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

**Section 10: Declaration**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

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

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

#### 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 state<sup>1</sup>.
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, shareholder<sup>2</sup>):.....

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. ....

.....

<sup>1</sup>MSCM 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.

<sup>2</sup> 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 the invited bids. 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
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

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:

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

$P_{min}$ 
 $P_{min}$

Where

$P_s$  = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = 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.)***

<b>80/20 preference point system</b>			
<b>The specific goals allocated points in terms of this tender</b>	<b>Specific goals points allocated (20 points) (To be completed by the Municipality)</b>	<b>Proof required to Claim (20 points) (To be completed by the Municipality)</b>	<b>Number of points Claimed (20 points) (To be completed by the tenderer)</b>
The promotion of enterprise located in Mnquma municipal area for work to be done or service to be rendered	10	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month	
The promotion of enterprise located in Amathole municipal region for work to be done or service to be rendered	5	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month	
The promotion of enterprise located in Eastern cape area for work to be done or service to be rendered	3	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month	
The promotion of South African owned enterprise	2	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month	



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

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 authorized 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 1). 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 .....

.....

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 number .....dated.....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 (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS CLAIMED

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

.....  
.....

**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	<p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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**

Js367bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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/78/24-25**

**APPOINTMENT FOR PANEL OF SIX (06) PROFESSIONAL SERVICES FOR THE SOCIAL  
FACILITATION SERVICES FOR INFRASTRUCTURAL CAPITAL PROJECTS FOR A PERIOD OF  
TWO (2) YEARS**

<p><b>CONTRACT</b> <b>PART 1 (OF 4): AGREEMENT AND CONTRACT DATA</b></p>
--

- 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 into a contract for the procurement of:

#### **APPOINTMENT FOR PANEL OF SIX (06) PROFESSIONAL SERVICES FOR THE SOCIAL FACILITATION SERVICES FOR INFRASTRUCTURAL CAPITAL PROJECTS FOR A PERIOD OF TWO (2) YEARS**

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.

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  
Tel: 012 343 7136 or 012 481 9030  
Fax: 012 343 7153  
E-mail: [cidb@cidb.org.za](mailto: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	<p><b>Employer:</b></p> <p>The Employer is the Mquma Local Municipality</p> <p><b>The authorized and designated representative of the Employer is:</b></p> <p>Name: Mr S Mahlasela, Municipal Manager, Mquma Local Municipality.</p> <p><b>The Employer's address for receipt of communications is:</b></p> <p>Mquma Local Municipality, Corner Mthatha &amp; King St, BUTTERWORTH, 4960</p> <p>Tel: 047 0501101</p>
3.9.4	<p><b>Period of Performance:</b></p> <p>The duration for the Planning and Design for Contract documentation that is compliant to the relevant professional body applicable to the standards &amp; norms.</p> <p>Other key deliverables by the Professional 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.</p>
3.12	<p><b>Penalty</b></p> <p>A penalty of <b>R1000.00</b> 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 <b>5% of the Tender sum</b>. The penalty shall be payable on each month in proportion to the Days that have elapsed.</p>
3.15.1	<p><b>Programme</b></p> <p>The Service Provider shall, within the <b>7 days</b> 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:</p> <ul style="list-style-type: none"><li>• Submission of preliminary design report.</li><li>• Submission of draft Tender drawings to the municipality</li><li>• Submission of draft Tender documentation to the municipality</li><li>• Completion of final Tender drawings and documentation to the municipality</li><li>• Date for advertising Tenders.</li><li>• Date for closing of Tenders.</li><li>• Date for completion of adjudication report.</li><li>• Date for signing construction drawings.</li><li>• Other relevant &amp; applicable activity that may have an effect on the project timeframes</li></ul>

<b>3.16</b>	<p><b>Price adjustment to time-based fees for inflation</b></p> <p>No price adjustment to time-based fees shall be allowed during the period starting from planning and design until the close out report.</p>
<b>4.3.2</b>	<p><b>Assistance</b></p> <p>Assistance duties shall be delegated <b>to the Manager: Building &amp; Housing</b> after the appointment of the Professional 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.</p>
<b>5.4</b>	<p><b>Insurance to be taken out by the Service Provider</b></p> <p>The Service Provider shall as a minimum and at his own cost take out and maintain in force all the following insurance</p> <p><b>Insurance against: Professional Liability</b></p> <p>Cover: Full project value.</p> <p>Period: Until three years after project has been commissioned.</p> <p>Deductibles: Greater of 5% or R50, 000.00 per claim.</p> <p><b>Insurance against: Public Liability</b></p> <p>Cover: Full project value.</p> <p>Period: Entire preconstruction period.</p> <p>Deductibles: Greater of 5% or R50, 000.00 per claim.</p>
<b>8.1</b>	<p><b>Commencement of Services</b></p> <p>The Professional Service Provider shall commence the performance of the Services within <b>14 days</b> on receipt of appointment and shall not affect the approved Period of Performance.</p>
<b>9.1</b>	<p><b>Ownership of documents and copyright</b></p> <p>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.</p> <p>The Employer shall have ownership of all electronic &amp; hard copy documents pertaining to the planning, design &amp; management of the project.</p>
<b>12.</b>	<p><b>Resolution of disputes</b></p>
<b>12.1</b>	<p><b>Settlement</b></p> <p>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.</p>

## C1.2 Contract Data

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

Clause	Contract Data
1.	<p>The Service Provider is</p> <p>.....</p> <p>Address .....</p> <p>.....</p> <p>Registered Company/Close Corporation Name (if applicable) is</p> <p>.....</p> <p>VAT registration number.....</p> <p>Bank name &amp; branch.....</p> <p>Bank account number.....</p> <p>The Service Provider's address for receipt of communications is:</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p> <p>Address: .....</p> <p>.....</p> <p>.....</p>
5.3	<p><b>Designated representative</b></p> <p>The <b>person detailed below</b> shall have complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.</p> <p>Name of designated representative.....</p> <p>Professional registration category.....</p> <p>Professional registration number.....</p> <p>Years of experience in the consultancy industry.....</p>
5.5	<p><b>Service Provider's actions requiring Employer's prior approval</b></p> <p>The Service Provider shall obtain the Employer's prior approval in writing before taking, inter-alia, any of the following actions:</p>

	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
<b>13.6</b>	<b>Indemnity by the Service Provider</b> 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 \_\_\_\_\_

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**C1.4 : HEALTH AND SAFETY AGREEMENT**

**ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993**

**BETWEEN**

**SECTION 37(2) MANDATORY H&S AGREEMENT:**

WRITTEN AGREEMENT ON

OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of  
1993 as amended

AS ENTERED INTO BY AND BETWEEN

---

(Hereinafter referred to as "the Employer")

AND

---

(Hereinafter referred to as "the Mandatory")

Compensation Fund number:

Common Law Liability

Insurance in respect of Third

Parties for the Minimum Sum of R...

1. Reporting

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Site Manager CR6.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

2. Warranty of compliance

2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.

2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.

2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

3. Refer:

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977

4. Mandatory an employer

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

5. Appointments and training

5.1 The Mandatory shall appoint competent persons as per Section 16 (2) or CR6.1 of the OHS Act.

5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.

5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

- 5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.
- 5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6. Supervision, discipline and reporting

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters. The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

7. Access to the OHS Act

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

8. Cooperation

- 8.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory.
- 8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

9. Work procedures

- 9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.
- 9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.

- 9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.
10. Health and safety meetings
- 10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.
- 10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.
11. Compensation registration
- 11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged.
- 11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.
12. Medical examinations
- The Mandatory shall ensure that all his employees undergo routine medical examinations and necessary vaccinations where applicable and that they are medically fit for the purposes of the work they are to perform.
13. Incident reporting and investigation
- 13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.
- 13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.
14. Statutory Obligations of the Mandatory & Contractor
- 14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.
- 14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.
- 14.3 Without derogating from the generality of this paragraph:
- 14.3.1 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.

- 14.3.2 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.
- 14.3.3 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention
- 14.3.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.
- 14.3.5 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.
- Horseplay, scuffling, fighting, running or throwing of objects.
  - The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.
  - Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
  - The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
  - The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
  - The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.<sup>6</sup>
  - Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
  - Contractors must, in the interests of safety, enforce discipline
15. Security and access
- 15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.**
- 15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.**
- 15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.**
- 15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.**
- 15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.**
16. Fire precautions and facilities



- 16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.
17. Hygiene and cleanliness
- 17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.
- 17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.
18. No nuisance
- 18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.
19. Intoxication not allowed
- 19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.
- 19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
20. Personal protective equipment
- 20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.
- 20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.
21. Plant, machinery and equipment
- 21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which

it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

22. No usage of the Employer's equipment

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the

Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

23. Transport / Vehicles

23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.

23.2 All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so.

23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times.

23.4 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

24. Confined Spaces

In the event of having to entering confined spaces, work shall not be performed unless defined through a Specific Confined Space Work Instruction and detailed by the contractor as to the precautionary measures that should be implemented prior to and during the work activities required in confined spaces; i.e.

- Air Sampling
- Air Monitoring
- Personal Air Monitoring
- No employee to enter suffering from claustrophobia
- Permits
- Standby present
- Self-contained breathing apparatus
- Life line etc

25. Clarification

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

26. Duration of agreement

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory workmen would be present on the Employer's premises.

27. Headings

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at on

For, and on behalf of the Employer

Date

for, and on behalf of the Mandatory

Date

Witness

Date

<b>C1.5 : DISCLOSURE STATEMENT</b>
------------------------------------

**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:\_\_\_\_\_

<b>C1.6 : ADJUDICATION BOARD MEMBER AGREEMENT</b>
---

**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 2015 (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: \_\_\_\_\_

<b>C1.7 : CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)</b>
---

**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/78/24-25**

**APPOINTMENT FOR PANEL OF SIX (06) PROFESSIONAL SERVICES FOR THE SOCIAL  
FACILITATION SERVICES FOR INFRASTRUCTURAL CAPITAL PROJECTS FOR A PERIOD OF  
TWO (2) YEARS**

<p><b>CONTRACT PART 2 (OF 4): PRICING DATA</b></p>
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- 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 SCHEDULE

- (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)

## C2.1 : PRICING INSTRUCTIONS

*Tenderers shall price their bid documents with particular reference* to the Guideline Scope of Services

**C2.2: PRICING SCHEDULE****NAME OF BIDDER:** .....**TENDER NO.:** MNQ/SCM/78/24-25**PROJECT NAME:** APPOINTMENT FOR PANEL OF SIX (06) PROFESSIONAL SERVICE PROVIDERS FOR SOCIAL FACILITATION FOR ROADS  
CONSTRUCTION PROJECT FOR A PERIOD OF TWO (02) YEARS**CLOSING DATE & TIME:** ...../...../2025 @ 12H00

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

Item No: 1.0	NORMAL SERVICES	UNIT	QTY	RATE = Y1	RATE = Y2	TOTAL / AMOUNT
1.1	Inception Report	Sum	1			
1.2	Development of a Project ISD Plan	Sum	1			
1.3	Establishment of PSC & Training	Sum	1			
1.4	CLO Appointment & Training	Sum	1			
1.5	Progress report	month	1			
1.6	PSC Meeting	month	1			
1.7	Progress Meeting	month	1			
1.7	Reimbursement of PSC for meeting attendance	month	1			
1.6	Additional ISD Services	Prov.Sum	1			

1.7	Close-out Report	Sum	1			
	<b>SUB-TOTAL A</b>					
2.0	Construction monitoring Staff	Month	1			
	<b>SUB-TOTAL B</b>					
3.0	<b>EXPENSES &amp; COSTS FOR ACTUAL DURATION OF THE CONTRACT FOR PSC MEETINGS &amp; SITE PROGRESS MEETINGS</b>					
3.1	Travel	km	1			
3.2	Recoverable expenses	month	1			
	<b>SUB-TOTAL C</b>					
4.0	Time basis (Rate only)					
4.1	Time basis (Rate only)	Hr				Rate only
	<b>SUB-TOTAL D</b>					
	<b>TOTAL (sum of sub – totals A, B, C &amp; D)</b>					
	<b>ADD: VAT (15%)</b>					
	<b>TOTAL TENDER AMOUNT</b>					

**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

**APPOINTMENT FOR PANEL OF SIX (06) PROFESSIONAL SERVICES FOR THE SOCIAL FACILITATION SERVICES FOR INFRASTRUCTURAL CAPITAL PROJECTS FOR A PERIOD OF TWO (2) YEARS**

**CONTRACT  
SCOPE OF WORK**

The municipality through its Municipal Infrastructure Grant (MIG) fund will appoint construction Services Providers for the implementation of the MIG programme, such as construction and rehabilitation of access roads.

Social Facilitation Services

**C3.3: Execution of Occupational Health & Safety 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. 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.

**C3.3.3 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:

**PRE- CONSTRUCTION PHASE**

1. Conceptualization and familiarization with the project area
- 1.1 Initial Consultation with the Client (Project Team)
- 1.2 Provide ISD plan

## **2. COMMUNITY MOBILISATION**

- a. Create awareness about the project scope
  - b. Conducting scope verification during planning with the community to eliminate issues of encroachment
- Facilitation of Social Pact/Agreement with the community and leaders regarding the use or Identification of borrow pit, water source
  - Establishment of PSC and Training
  - Appointment of CLO and Training
  - Facilitate recruitment of labour
  - Submission of project labor data to the Client
  - Facilitate seating of PSC meetings
  - Attend Site progress Meetings and report on community and social issues around the project
  - Compiling Monthly Reports i.e. monthly progress reports, monthly invoices with supporting documents, compile community payments
  - Community Liaison – communicate with stakeholders, regular community report back with meeting with PSC.
  - Conflict resolution and intervention as requested by Client
  - Attending practical completion and MPAC visit.
  - Handover completed projects to the community
  - Compiling Project Close-out Report – compile a report at the end of the project life cycle
  - Additional ISD services that may be determined by construction requirements
  - 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 when submitting the Health & Safety Plan

### **C3.3.4 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 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.

### **C3.3.5 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. 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).

## C3.2 : 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 of the site will be discussed during the compulsory site briefing meeting.

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 relevant professional body and other applicable Standards. The Tenderer shall ongoing liaise with the Mquma 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.

<b>C3.3: Execution of Engineering Services</b>
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### **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.
- 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 other applicable reporting standards. Progress reports shall be submitted to Infrastructural Development 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 South African council for architectural profession Act, 2000, (Act No. 46 of 2000).

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 Planning & Design**

The Planning and Design 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 planning and 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.

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 South African architectural profession Act, 2000, (Act No. 44 of 2000)

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.

### **C3.10: 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.

<b>C3.11: Measurement and Payment</b>
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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 Planning and Design – 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 Mngquma 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.



**PSA                    GENERAL**

**PSA 2                INTERPRETATIONS**

PSA 2.2            Applicable edition of standards

Add the following at the beginning of the clause:

“Unless a specific edition is specified (see the List of Applicable Specifications),.....”

PSA2.3            Definitions

The terms “GPO”, “P&T” and “Department of Posts and Telecommunications” shall mean “Telkom SA Limited”.

Except for references to “the (official) SABS mark”, the term “SABS” shall mean “SANS”.

PSA2.4            Abbreviations

Add to Sub-clause 2.4(b) :

“MAMDD : Modified AASHTO maximum dry density”.

PSA2.8.1          Items in Schedule of Quantities

In the fourth line of Sub-clause 2.8.1, after the word “specification”, add: “or in the measurement and payment clause of the standard specification, particular specification or project specification”.

**PSA 3                MATERIALS**

PSA 3.1            Quality

Where applicable, materials shall bear an official standardization mark.

Add the following:

“Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms ‘or other approved’ or ‘or approved equivalent’ are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.”

**PSA 5                CONSTRUCTION**

“PSA 5.1.1        Maintaining services to occupied erven

The Contractor shall take note that he shall not cut off any existing services in use without the prior approval of the Engineer and the knowledge of the residents. Further, no existing service in use shall remain cut off for more than 8 hours or overnight.

Failure on the part of the Contractor to comply with any of the above provisions will constitute sufficient reason for the Engineer to stop the works until the situation has been remedied, or should he deem it necessary, arrange for the situation to be remedied at the Contractor's cost.

No direct payment will be made for the cost of maintaining water supply pipelines in use. Payment will be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.”

“PSA 5.2\*        Accommodation of other contractors

The Contractor may be required to accommodate other contractors on the site of the works during the Contract period.

Adequate access to the site of their works shall be given the above stated contractors at all times.

No direct payment will be made for the cost of providing adequate access and accommodating the stated contractors on the site of the works, as well as the cost of any inconvenience or disruption experienced in attending to the aforementioned. Payment shall be deemed to be covered by the rates and sums tendered and paid for the various items of work included under the Contract.

Add after "Engineer" in the third line "or any laboratory designated by the Engineer".

### **PSA 3 MEASUREMENT AND PAYMENT**

#### **PSA 3.1 Contents**

Replace the contents of item (c) with the following:

"The 'duration of construction' applicable to a time-related item shall be the tendered Contract period for the total works, plus as applicable the period over the Christmas shutdown equalling 15 working days and all gazetted paid holidays for the Civil Engineering Industry."

#### **PSA 3.2 Contractual Requirements**

Add the following :

"The Contractor shall tender a lump sum in the Bill of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for :

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.
- (iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SABS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates."

#### **PSA 3.3 Adjusted Payment for Time-Related Items**

Add the following:

"The payment to the Contractor for Time-Related items shall be such proven additional cost (in accordance with clause 5.12.3 as amended in the Contract Data) in the event of the Contract being extended.

Cost means all expenditure reasonable incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit. Typical examples: Extension of guarantee and insurances, cost for labour, plant, equipment and tools.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related item is adjusted shall be subject to the Contract Price Adjustment formula.”

PSA 8.4.3 Adjusted Payment for Time-Related Items

Add the following:

Provide the Engineer with a breakdown upon request.

**PSA PAYMENT CLAUSES**

PSA 8.4.5 Other Time-related Obligations

“PSA 8.4.5.1\* Provision of Security Personnel ..... Unit: month

This item shall cover the cost of providing such security personnel the Contractor deems appropriate, taking cognizance of the location of the site and the historical record of incidents of crime in the area.

**PSA 8.5 Sums Stated Provisionally by Engineer**

PSA 8.5.1 Additional Testing required by the Engineer ..... Unit: Provisional Sum

The provisional sum provided in the Bill of Quantities is to cover the payment of the SANAS registered soils laboratory to conduct any additional tests as directed by the Engineer.

PSA 8.5.2 Overhead, charges, profit etc. on item PSA 8.5.1 ..... Unit: %

The percentage tendered shall be paid to the Contractor on the actual amount paid to the soils laboratory and shall cover the following:

- All costs involved in arranging the tests with the laboratory.
- Setting out the positions for the tests to be taken by the laboratory as indicated by the Engineer.
- Making good all test holes.
- The cost of all overheads, charges and profits.

“PSA 8.5.3\* Relocation of municipal services ..... Unit: Provisional Sum

**The provincial sum is to cover the costs payable by the contractor to service providers, on the engineer’s instruction only, for the relocation of existing services which impede construction activities.**