



KOUGA LOCAL MUNICIPALITY

APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA

TENDER NO: 185/2023

SEPTEMBER 2023

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
E-MAIL		
CLOSING DATE	WEDNESDAY, 18 OCTOBER 2023 AT 12H00	

ISSUED BY:
Kouga Local Municipality

Physical Address:
33 Da Gama Road
Jeffreys Bay

Postal Address:
P O Box 21
Jeffrey Bay
6330
Telephone: 042 200 8619
Facsimile: 086 529 7827

PREPARED BY:

Directorate: Infrastructure and Engineering

Kouga Local Municipality

Physical Address:
33 Da Gama Road
Jeffreys Bay

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY					
Bid Number:	185/2023	Closing Date:	18 OCTOBER 2023	Closing Time:	12:00
Description:	APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).					

Bid Response Documents may be Deposited in the Bid Box in **Room 122** situated at:

WOLTEMADE BUILDING					
16 WOLTEMADE STREET					
JEFFREYS BAY					
6330					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. 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]		2. 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]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	R	
5. SIGNATURE OF BIDDER		6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Jacques du Toit	
CONTACT PERSON	N Malgas		TELEPHONE NUMBER	042 200 2200	
TELEPHONE NUMBER	042 200 2200		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	infrastructuretenders@kouga.gov.za	
E-MAIL ADDRESS	tenders@kouga.gov.za				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique personal identification number (pin) issued by sars to enable the organ of state to view the taxpayer's profile and tax status.	
2.3 Application for the tax compliance status (tcs) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with sars as e-filers through the website www.sars.gov.za .	
2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.	
2.5 Bidders may also submit a printed tcs certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate / pin / csd number.	
2.7 Where no tcs is available but the bidder is registered on the central supplier database (csd), a csd number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

INDICATE WITH AN “X” IN THE TABLE BELOW, THE CATEGORY/CATEGORIES OF SERVICES FOR WHICH ARE TENDERED (MORE THAN ONE CATEGORY MAY BE SELECTED):

Item No.	Description	Mark (x)
1	WATER RESOURCES AND BULK WATER	
2	WATER RETICULATION	
3	WATER TREATMENT	
4	WATER CONSERVATION & DEMAND MANAGEMENT	
5	BULK SEWERAGE AND SEWER RETICULATION	
6	WATER AND SEWER MASTER PLANNING	
7	WASTE WATER TREATMENT	
8	WATER SERVICES INSTITUTIONAL PLANS / AUDITS	
9	GROUNDWATER DEVELOPMENT & MANAGEMENT	
10	TRAFFIC ENGINEERING	
11	ROADS	
12	ROAD PAVEMENT MANAGEMENT	
13	STORMWATER	
14	ROADS AND STORMWATER MASTER PLANNING	
15	STRUCTURAL ENGINEERING	
16	LABOUR INTENSIVE PROJECTS	
17	TELEMETRY / SCADA	
18	SOLID WASTE	
19	ASSET MANAGEMENT	

SIGNED ON BEHALF OF TENDERER:

KOUGA LOCAL MUNICIPALITY

CONTRACT No. 185/2023

APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER
PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA

GENERAL TENDER INFORMATION

TENDER ADVERTISED : Monday, 18 September 2023

CLOSING DATE : Wednesday, 18 October 2023

CLOSING TIME : 12h00

CLOSING VENUE : Kouga Local Municipality
16 Woltemade Street
Jeffreys Bay
6330

TENDER BOX : Tender Box, Room 122,

Kouga Local Municipality
16 Woltemade Street
JEFFREYS BAY
6330

Insert a sealed envelope containing the Tender Document (which includes the Form of offer and acceptance) completed in all respects, plus any additional supporting documentation required, into the tender box.

ITEM NO.	LIST OF RETURNABLE DOCUMENTS	PG. NO.
1	Tender Notice and Invitation to Tender	3 - 5
2	Section 1: Standard Conditions of Tender	6 - 15
3	Section 2(a): Standard Professional Services Contract	16 – 32
5	Section 3: Special Conditions of Contract	33
6	Section 4A: Scope of Works	34 - 38
7	Section 4B: Framework Information	39
8	Section 5: Pricing Data	40
9	Section 6 & 7: Pricing Schedule and Forms of Offer (Items 1 – 19)	41-211
11	Section 8: Returnable Schedules	212 - 274

KOUGA LOCAL MUNICIPALITY

CONTRACT No. 185/2023

T1.1 Tender Notice and Invitation to Tender

KOUGA LOCAL MUNICIPALITY (EC108)
DIRECTORATE: INFRASTRUCTURE & ENGINEERING
NOTICE NO: 185/2023

APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS FOR A PERIOD OF THREE YEARS IN THE KOUGA MUNICIPAL AREA

Suitably Qualified, Capable and Experienced Professional Service Providers are hereby invited to submit tenders for the Appointment of consultants for various engineering and groundwater projects for a period of three years in the Kouga Municipal Area.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from Monday, 18 September 2023. After downloading the tender document from the website each prospective bidder **MUST** send a request to tenders@kouga.gov.za and copied to infrastructuretenders@kouga.gov.za.

The link will also be available on the municipal website.

A compulsory virtual clarification session will be arranged for the **Monday, 02 October 2023 @14h00pm. Prospective bidders can use the very same link below which is direct from this advert, it will link them directly to the meeting.**

Join Zoom Meeting

<https://kouga-gov-za.zoom.us/j/91531285556?pwd=NFZNRDIK1A4ZFJXK0J6UXo2c3YxUT09>

Meeting ID: 915 3128 5556

Passcode: 971493

Please note:

- Telegraphic, telephonic, telex, facsimile, email or late tenders will not be accepted.
- This contract will be evaluated on the 80 (price)
- The specific goals would be for a maximum of 20 points. To claim for specific goals prospective bidders MUST submit proof/required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or CD will deem the bid non-responsive.**
- **A minimum functional score of 70% will apply to this tender.**
- A valid Tax compliance Status pin must be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission will be 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

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

Completed documents in a sealed envelope endorsed "**NOTICE NO: 185/2023: "APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS FOR A PERIOD OF THREE YEARS IN THE KOUGA**"

MUNICIPAL AREA", must be placed in the Tender Box 21 St Croix Street (back entrance) or 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **WEDNESDAY, 18 OCTOBER 2023 at 12:00.**

C. DU PLESSIS

P.O. Box 21

MUNICIPAL MANAGER

JEFFREYS BAY
6330

For Placement: Herald – 18 September 2023

Municipal Website/ Municipal Notice Boards in all offices/areas – 18 September 2023

Tender Data

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

Tender Data

1. General

1.1 Actions

The Employer is the Kouga Local Municipality, represented by the Director: Technical and Infrastructure Implementation Services

1.2 Tender Documents

The tender documents issued by the Employer comprise:

This tender document (Tender No: **185/2023**), in respect of contract: **APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS FOR A THREE-YEAR IN THE KOGUA MUNICIPAL AREA**

The Tender

Tendering procedures

Tender Notice and Invitation to Tender
Tender Data

The Contract

Scope of work

Pricing Data

Pricing Instructions
Pricing Schedule

Agreements

Form of Offer and Acceptance

Returnable Documents

List of Returnable Documents
Returnable Schedules

These documents are deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

1.3 Communication and employer's agent

It should be noted that the employer has no agent acting on his behalf for the purposes of this tender. The employer's representatives, for the purposes of any communication between the employer and tenderers, is:

The Manager Project Management Unit:

Mr. **Jacques du Toit**
Kouga Local Municipality
16 Woltemade Street
Jeffreys Bay
6330

E-mail: infrastructuretenders@kouga.gov.za

Attention is drawn to the fact that no verbal communication will be allowed prior to the close of tenders. Only information requested and issued formally in writing to tenderers will be regarded as amending the tender documents.

SECTION 1: STANDARD CONDITIONS OF TENDER

1.1.1 General

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, timeously and with integrity, and behave equitably, honestly and transparently.

1.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.1.3 Interpretation

The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

1.1.3.1 **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.

1.1.3.2 **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

1.1.3.3 **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

1.1.3.4 **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

1.1.4 Communication and Employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.1.5 The Employer's right to accept or reject any tender offer

The employer reserves the right to accept a tender in full, partially or not at all and is not obliged to accept the lowest tender received. The employer 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 tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.1.6 Tenderer's obligations

1.1.6.1) Eligibility

Submit a tender offer only if the tenderer satisfies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the employer.

1.1.6.2) Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

1.1.6.3) Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

1.1.6.4) Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

1.1.6.5) Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

1.1.6.6) Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

1.1.6.7) Clarification meeting

None.

1.1.6.8) Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

1.1.6.9) Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

1.1.6.10) Pricing the tender offer

Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

Show VAT payable by the employer separately as an addition to the tendered total of the prices.

Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment unless otherwise provided for in the Special Conditions of tender and contract.

State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

1.1.6.11) Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

1.1.7 Alternative tender offers

No alternative offers will be accepted.

1.1.8 Submitting a tender offer

Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.

The Tender document must be returned to the Employer, completed in all respects, together with any additional supporting documentation requires, in terms of submitting a tender offer. The document must be completed its entirety, by hand in **non-erasable black ink**.

Submit the Tender document as original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

1.1.9 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

1.1.10 Closing time

Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

1.1.11 Tender offer validity

Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

1.1.12 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

1.1.13 Provide other material

Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

Dispose of samples of materials provided for evaluation by the employer, where required.

1.1.14 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

1.1.15 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

1.1.16 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

1.1.17 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty eight (28) days after the expiry of the validity period stated in the tender data.

1.1.18 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

2. Tenderer's obligations

2.1 Eligibility

Only those tenderers who substantiate their offer by providing sufficient proof, relevant to each of the following criteria and in terms of the scope of work included in this contract, are eligible to submit tenders:

2.1.1) Minimum Qualification and Professional Registration for Project Leader and Engineer:

Only those tenderers who indicate their applicable Degree/s or Higher relevant qualification/s and professional registration for each Project Leader and Project Engineer for the various commodities/disciplines tendered for and include proof of such bound in their document are eligible to submit tenders. Please attach proof thereof to **Schedules 17**
Please note that no Candidate Registrations will be accepted as professional registered persons.

2.1.2) Functionality

Pre-qualification for Functionality:

Bids will be subjected to a pre-qualification evaluation process for functionality, based on specific quality criteria. Only bidders who attain a minimum score of **70% (70 points)** or more for quality will be considered for further evaluation. Bids that score less than **70% (70 points)** will be found non-responsive and excluded from further evaluation. **See Annexure A.**

Tenderers must complete **Schedules 15 to 21** and submit sufficient and all relevant information for each of the Categories they are tendering for. Successful tenderers will be placed on a roster per Category and will be appointed on a rotation basis per project.

2.1.2.1) Consultants Practice

Bidders must provide sufficient information addressing the following:

- a) Physical address / Background / Organization / Management
- b) Fields of activity / expertise
- c) Staffing / Human Resources

In order to qualify for pre-qualification points in respect of functionality/quality regarding the Consultant's Practice **Schedule 17**.

2.1.2.2) Relevant Projects (Experience and Track Record):

The experience and track record of the Consultants Practice/Tenderer in relation to the scope of work will be evaluated and must be indicated in **Schedule 16**.

2.1.2.3) Key personnel:

The following personnel must be in the full time permanent employment of the bidder and available for the envisaged appointments: (The Tenderer must take note that the persons listed as Key Personnel shall be the same persons to physically manage the projects under this contract, and will not be allowed to be changed without written approval by the client and then only if the Tenderer can successfully demonstrate that the replacement personnel do at least have the same experience, education and qualifications than the Persons listed in the tender. No deviation on this will be allowed)

A Project Leader who is a registered Professional Engineer or registered Professional Technologist/Technician with the Engineering Council of South Africa (ECSA), with at least **seven years** verifiable post graduate experience in the provision of consulting engineering services and project management w.r.t. Municipal Infrastructure, relevant to the disciplines tendered for. The person must demonstrate competence w.r.t. experience and post graduate qualification and/or completion of relevant courses.

In the case of groundwater projects, the Project Leader must be a registered Professional Natural Scientist with the South African Council for Natural Scientific Professions (SACNASP), with at least seven years verifiable post graduate experience in the development and management of groundwater projects.

The Project Leader's professional registration number must be indicated in **Schedule 17: Key Personnel**.

A Project Engineer who is a registered Professional Engineer or registered Professional Technologist/Technician with the Engineering Council of South Africa (ECSA) with at least five years verifiable post graduate experience in municipal infrastructure projects relevant to the disciplines tendered for.

In the case of groundwater projects, the "Project Engineer" can also be a qualified Geo Hydrologist with at least five years verifiable post graduate experience in groundwater projects.

Resident Engineers will be appointed per project when applicable upon approval of the employer.
The Curriculum Vitae of all key personnel must be submitted with the bid.

Key personnel will be expected to operate from the "local office", as and when the demands of the anticipated projects require.

2.1.4) Professional indemnity insurance:

The employer will not award a contract to any bidder that does not hold valid professional indemnity (PI) insurance providing cover for an amount of at least R2 000 000.00 in respect of each and every claim during the period of insurance, which stated minimum cover shall remain in place for the full contract period. Proof of insurance must be submitted with the tender, appended in Section 8: Returnable **Schedule 22**.

2.1.5) Services Provided to Organs of State for the Past 10 Years:

Bidders to furnish particulars of **All Consultancy services provided to Organs of State in the Last Five (5) Years and any similar Consultancy services provided to an organ of State in the Last Five (5) Years**. Proof must be submitted with the tender, appended in **Returnable Schedule 20**.

Note: The Eligibility Assessment sheet is enclosed as **Schedule 21**. Bidders are advised to carefully study this sheet to ensure that the correct information is provided.

2.2 Alternative tender offers

Alternative tenders will not be considered

2.3 Submitting a tender offer

Return all returnable documents to the employer after completing them in their entirety, by hand in **non-erasable black ink**.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (zero) copies.

The tender shall be signed by a **person duly authorized** to do so. Please refer to and complete **Schedule 10**. Tenders submitted by **joint ventures** of two or more firms shall be accompanied by the document of formation of the joint venture, **Schedule 10**, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will

function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Tender box, Room 122, 21 St Croix Street (back entrance) or 16 Woltemade Street (Front Entrance)

Physical address: 16 Woltemade Street, Jeffreys Bay, 6330

Identification details: Tender number: **185/2023**

Title of tender: **APPOINTMENT OF CONSULTANTS FOR VARIOUS
ENGINEERING AND GROUNDWATER PROJECTS FOR A
THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA**

Name and address of tenderer:

Sealed tenders with the identification details on the envelope must be placed in the appropriate official tender box at the above-mentioned address before the closing time. Tenders who fail to comply with the marking instructions will be rejected.

A two-envelope procedure will **not** be followed.

2.4 Closing time

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

2.5 Tender offer validity

The tender offer validity period is **90 days**.

2.6 Clarification of tender offer after submission

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.

2.7 Certificates

Tax Clearance Certificate

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of a valid Tax Compliance Status Pin Certificate issued by SARS. Append to Schedule 1. In the event that certificate expires during the construction period, the Contractor must submit a new valid certificate within 14 days after expiry of the certificate.

Each party to a Consortium/Joint Venture shall submit a separate valid Tax Compliance Status Pin Certificate.

3. The Employer's undertakings

3.1 Opening of tender submissions

The time and location for opening of the tender offers is immediately after the closing time:

Time: **12h00 Wednesday, 18 October 2023**

Location: Room 122, 16 Woltemade Street, Jeffreys Bay

3.2 Test for responsiveness

Tenders will be considered non-responsive if, inter alia: (This is a requirement on submission of bid document)

- The tenderer did not sign and complete the Form of Offer part,
- The tenderer does not comply with the eligibility criteria listed above,
- The tenderer has failed to comply with the scope of work as advertised;
- The tenderer has failed to comply with the special conditions of contract advertised; and
- The tenderer has failed to comply with the pricing instruction.

3.3 Test for administrative compliance

Tenders will be found non-compliant if, inter alia:

- a) The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.
- b) The tenderer has failed to include, append and sign, where prompted in the Returnable Schedules, any and all additional information requested.
- c) The tenderer has not submitted a municipal account of where the head office of the company is registered or in case where the premises are leased, the tenderer has not provided a copy of the lease of the premises. The successful tenderer will be required to submit updated municipal accounts on a quarterly basis.
- d) The tenderer has failed to submit a valid tax clearance pin certificate. A valid tax clearance certificate pin may be requested.
- e) The tenderer has failed to submit a certified B-BBEE certificate, whereas points were claimed and a copy of the certificate was supplied, a certified copy of the B-BBEE certificate may be requested.
- f) The tenderer has failed to submit proof of good standing from the Department of Labour related to good standing with regards to COIDA and UIF payments. A certified copy of the proof of good standing may be requested.
- g) The tenderer has failed to submit proof of payment. Proof of payment could be requested.
- h) The tenderer has failed to submit proof of registration with the relevant Bargaining Council (or relevant affiliation). Relevant proof may be requested.
- i) The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

3.4 Evaluation of tender offers

General

Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

The maximum points for this bid are allocated as follows:

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

SPECIFIC GOALS

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBEE Status Level Contributor	10	As for B-BBEE points allocation table above.
	The promotion of		10 Points= Located within the boundaries of the Kouga Local

2	enterprises located in a specific province for work to be done or services to be rendered in that province.	10	Municipality
			6 Points- Located within the boundaries of Sarah Baartman District Municipality
			4 Points- Located within the boundaries of the Eastern Cape
			1 Point- Outside of the boundaries of the Eastern Cape

- 1.1 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.2 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of stater.

3.5 Acceptance of tender offer

Tender offers will only be accepted if:

- a) The tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (**Append to Schedule 1**);
- b) The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) The tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months (**Refer to Schedule 4**);
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) The tenderer has completed the Compulsory Enterprise Questionnaire (**Schedule 7**) and there are no conflicts of interest that may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

3.6 SCM Related Appeals

Kouga LM's Supply Chain Management Policy gives any person whose rights have been affected by such a decision, the right to appeal such decision within 21 days of notification of the decision.

Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, marked for the attention of the KOUGA LOCAL MUNICIPALITY, 33 Da Gama Street, Jeffreys Bay, 6330. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee.

Tenderers are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).

The notification of the decision sent to the successful tenderer is **not** acceptance of the tender and no rights shall accrue to the successful tenderer in terms of this notification. The successful tenderer will be notified in writing after 21 days of the notification of any final decision (i.e. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of the work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process and supply chain management policy.

3.7 Provide copies of the contract

The number of paper copies of the signed contract to be provided by the Employer is one.

ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

1. Invalid tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (Form of Offer and Acceptance);
- b) if the tender is not completed in handwritten non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

2. Negotiations with preferred tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

3. General supply chain management conditions applicable to tenders

In terms of its Supply Chain Management Policy the Municipality may not consider a tender unless the provider who submitted the tender:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
 - who is in the service of the state;
 - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - who is an advisor or consultant contracted with the Municipality.

In this regard, tenderers shall complete **Schedule 7**, Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.

4. Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months:

- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, tenderers shall complete **Schedule 4**, Returnable Schedules: Declaration of Bidders Past Supply Chain Management Practices (MBD 8). Failure to complete this schedule may result in the tender not being considered.

5. Price variations

None

- 6. Tenderers must complete and sign all schedules. The Company's name must not be used as signature.

**SECTION 2A:
STANDARD PROFESSIONAL SERVICES CONTRACT**

STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)

(Third Edition of CIDB document 1014)

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STANDARD PROFESSIONAL SERVICES CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

The period within which the Services are to be performed and completed, commencing from the Start Date.

Personnel

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of Work

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

Services

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

Start date

The date on which the Services are to commence. as stated in the Contract Data

Subcontractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

a) INTERPRETATION

- 2.1 Unless inconsistent with the context, an expression which denotes:
- a) any gender includes the other genders;
 - b) a natural person includes a juristic person and vice versa;
 - c) the singular includes the plural and vice versa.
- 2.2 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.
- 2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL**3.1 Governing law**

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both).

3.3 Language

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

- 3.4.1 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
- 3.4.2 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 Contract Data, 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

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.
- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension; or
- f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider:

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

3.13 Equipment and materials furnished by the Employer

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.15 Programme

3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, *inter alia*, include:

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;
- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) other information as required in terms of the Scope of Work or Contract Data.

3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.

3.15.3 The Service Provider shall update the programme:

- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
- b) whenever a change in Period of Performance or Contract Price is applied for; and
- c) whenever a change in the Period of Performance is changed by the Employer

and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.

3.16.2 The adjustment to the time-based fees shall be equal to:

$$(CPI_n - CPI_s) / CPI_s$$

where CPI_s = the indices specified in the Contract Data during the month in which the start date falls

CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- b) provide all relevant data, information, reports, correspondence and the like, which become available;
- c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority 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 Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time- based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining

to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

- a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

- a) additional Services ordered by the Employer;
- b) failure of the Employer to fulfil his obligations under the Contract;
- c) any delay in the performance of the Services which is not due to the Service Provider's default;
- d) *Force Majeure*; or
- e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or

inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

- 8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.
- 8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.
- 8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

- 8.4.1 The Employer may terminate the Contract:
- (a) where the Services are no longer required;
 - (b) where the funding for the Services is no longer available;
 - (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
 - (d) if the Service Provider becomes insolvent or liquidated; or
 - (e) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
- 8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).
- 8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:
- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
 - (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
 - (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
 - (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.
- 8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed

prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

- 8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

- 8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.
- 8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 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 in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
 - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

- 11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.
- 11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
- 11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be subcontracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.
- 11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 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 either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 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 a reasonable time stated in a notification 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.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider 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.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14..2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Day's notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15. AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

**SECTION 3:
SPECIAL CONDITIONS OF CONTRACT**

Bidders are required to comply with the special conditions of tender set out hereunder.

1. Payment and Invoicing

Invoicing will take place as agreed in writing between both parties and payment will be made within 30 days of providing a tax invoice. No additional payments for any reason whatsoever will be paid by the Local Authority to the service provider. The tendered price must be all inclusive.

2. Service Level Agreement

It is the employers right to enter into a service level agreement with the successful bidder before the commencement of the contract.

If the bidder fails to sign this schedule, it will be interpreted that the bidder does not comply with the Special Conditions of Tender and therefore will be regarded as being non-responsive.

I HEREBY DECLARE THAT I WILL COMPLY WITH THE SPECIAL CONDITIONS OF CONTRACT

Signed	Date
Name	Position
Tenderer		

SECTION 4A: SCOPE OF WORKS

1. EMPLOYER'S OBJECTIVE

- 1.1** Kouga Local Municipality's objective with this tender process is to establish a roster of engineering and groundwater consultants per field of expertise for i.a. investigations, options analysis, feasibility studies, GIS & Asset register updating, planning, funding applications, license applications, preliminary design, detailed design, compilation of bid specifications, bid documentation and bid evaluation, construction supervision and monitoring, and to appoint and manage a qualified Health and Safety agent on behalf of the employer in terms of the Construction Regulations 2014, for the implementation of various projects in the Kouga municipal area, for a 3 year period.
- 1.2** Bids received will be subjected to a pre-qualification evaluation for quality/functionality to determine eligibility. Successful bidders will be considered for appointment per project, as and when projects and budgets are approved over the three year period. Kouga Local Municipality reserves the right to appoint single or multiple consultants on the basis of area, project or field of expertise.
- 1.3** Consultants appointed in terms of 185/2023 are responsible for the completion of the full scope of works and contracts will remain valid until such date.

To benefit from superior knowledge, transfer of skills to the Technical Personnel of Kouga Local Municipality and upgrading of a knowledge base while executing specific projects.

Service Providers will be required to enter into a Performance Agreement as an Addendum on which they will be evaluated in terms of pre-set criteria with allocated points. Service Provider must not score less than 70 points from a total of 100 points.

2. PROJECT BACKGROUND

In order to ensure continuous and sustainable service delivery, Kouga Local Municipality has to appoint professional engineering and groundwater consultants for the following services:

2.1 WATER RESOURCES & BULK WATER

Water resource investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. identification and development of new water sources, and extension, upgrading, refurbishment and replacement of existing resources and bulk infrastructure.

Update of record drawings and asset registers when applicable. **Any other related tasks.**

2.2 WATER RETICULATION

Investigations, options analyses, feasibility studies, funding applications, planning, design, contract administration and supervision, w.r.t. new water reticulation systems, and extension, upgrading, refurbishment and replacement of existing systems. Update of record drawings and asset registers when applicable. **Any other related tasks.**

2.3 WATER TREATMENT

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design (including process), contract administration and supervision, w.r.t. new water treatment plants, and extension, upgrading and refurbishment of existing plants. Update of record drawings, asset registers and manuals. **Any other related tasks.**

2.4 WATER CONSERVATION / WATER DEMAND MANAGEMENT

Investigation of causes of water losses, identification of potential corrective actions, and implementation of water demand management projects, e.g. pressure management, leak repairs and pipe replacement, water meter replacement, and public awareness. Investigations, options analyses, feasibility studies, funding applications, planning, design, contract administration and supervision, w.r.t.

water conservation and water demand management interventions. Update of record drawings and asset register where applicable. **Any other related tasks.**

2.5 BULK SEWER SYSTEMS AND SEWER RETICULATION

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. new bulk sewer and sewer reticulation systems, and extension, upgrading and refurbishment of existing systems. Update of record drawings and asset registers when applicable. **Any other related tasks.**

2.6 WATER AND SEWER MASTER PLANNING

Data pertaining to existing water and sewer systems, including pump stations, reservoirs and control valves, shall be collected from plans, site inspections, measurements and surveys as required and captured in GIS databases in order to update the existing databases. Apart from the electronic format, this updated network data should also be made available in a hard copy of A3 size plan books. The historic water demand data, based on information obtained from consumer water meter reading data, is to be extracted from the Treasury data base. This data is to be analysed by the SWIFT software package and used as basis for predicting future water demands and sewer flows. Water demands per supply zone and sewer flows per drainage area are to be calculated. Water balances are to be performed in order to calculate the non-revenue water component.

All components of the water system shall be modelled in the WADISO simulation software while all components of the sewer system shall be modelled in the SEWSAN simulation software. Where deemed necessary the models shall be calibrated through field measurements to provide reliable simulation of the hydraulic performance of the systems.

A strategy and master planning for extension and upgrading of the existing systems shall be established to accommodate development in terms of the Spatial Development Framework, densification policy and service delivery level criteria set by Council for at least a 20 year planning horizon. Master plan components shall be identified in sufficient detail and accompanying costs to allow Council to proceed with appropriate budgeting. Taking into account the projected local economic and population growth rates, these master plan components need to be categorised for phased implementation also identifying priority projects to be implemented most urgently.

A comprehensive report on the master plan shall be provided in hard copy and electronic format. All data, results of hydraulic analyses and the master plan shall be in a format suitable to perform direct population of the Water, Sewer and Swift modules of the IMQS reporting software package.

Information from the updated hydraulic models and master plans should also be used to inform the following studies and data bases as and when required:

- Update the corporate GIS data base of the Municipality
- Supply network related information for the WSDP
- Inform pressure control studies and other WDM studies
- Ad hoc capacity analysis to identify impacts of future developments
- Populate the asset register and asset management plan
- Perform pipe replacement prioritization studies for water and sewer networks
- Perform fire flow analysis for the entire water network.

Any other related tasks.

2.7 WASTE WATER TREATMENT

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design (including processes), contract administration and supervision, w.r.t. new waste water treatment plants, and extension, upgrading, and refurbishment of existing plants. Update of record drawings, asset registers, and manuals. **Any other related tasks.**

2.8 WATER SERVICES INSTITUTIONAL PLANS AND AUDITS

Compilation and review, in accordance with all the relevant legal requirements, of e.g. Water Services Development Plans, Water Services Audits, Water Services MSA Section 78 Assessments, Water Safety Plans, Waste Water Risk Abatement Plans, Treatment Plant Process Audits, general Blue and Green Drop requirements as and when required, and updating of Operation and Maintenance Manuals. **Any other related tasks.**

2.9 GROUNDWATER SOURCE DEVELOPMENT AND MANAGEMENT

Investigations, options analyses, feasibility studies, funding applications, water use license applications, planning, design, contract administration and supervision, w.r.t. new ground water source development projects. Upgrading, monitoring, reporting and license reviews w.r.t. existing groundwater abstraction systems. Aquifer modelling and monitoring of aquifer behaviour, and rendering of specialist advice to the Employer. External auditing of the municipality's groundwater licenses and reporting to and liaising with national, provincial and regional regulators as and when required. Attend local Groundwater Monitoring Committees and render specialist advice and support. Support w.r.t. operation and maintenance of groundwater abstraction systems and infrastructure. Update of record drawings and infrastructure asset registers. **Any other related tasks.**

2.10 TRAFFIC ENGINEERING

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. traffic engineering projects. Calculation of traffic light time settings and synchronization. Update of record drawings and asset register. **Any other related tasks.**

2.11 ROADS

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. new roads projects, and extension, upgrading and maintenance of existing roads. Update of record drawings and asset register where applicable. **Any other related tasks.**

2.12 ROAD PAVEMENT MANAGEMENT SYSTEM (PMS)

The road Pavement Management System (PMS) should periodically present a network level proposal for maintaining the roads (paved and unpaved) in the Kouga Local Municipal area, through an assessment of the network, based on methodical visual ratings of each pavement section, and the system must be compatible with the municipality's Geographical Information System (GIS) and Infrastructure Management Query System (IMQS).

The PMS shall be based on the TRH20, TRH22, TMH9 and TMH11 requirements. Visual assessment will form the basis of evaluating the condition of the road network, as well as for determining the need for specific actions. The collected information must be processed in such a way as to provide the output for the municipality for strategic planning and budgeting purposes, as well as for tactical planning and execution purposes. The PMS must enable the establishment of the maintenance and upgrading needs/programmes for road pavements throughout the Kouga area. The results of the PMS should be compatible with the outputs of the current IMQS Pavement Management System in use.

Any other related task.

2.13 STORMWATER

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. new storm water systems, and extension and upgrading of existing systems. Update of record drawings and asset register. **Any other related tasks.**

2.14 ROADS AND STORMWATER MASTER PLANNING

The preparation of the Roads and Stormwater Master must include but not be limited to:

- A status quo evaluation and of the road and stormwater system already in place;
- An engineering determination of the required elements of road and stormwater systems
- A prioritization of projects and option analysis required to manage, complete and maintain the road and stormwater schemes in the short, medium and long term.

Any other related tasks.

2.15 STRUCTURAL ENGINEERING

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. new structural engineering projects, extension and upgrading of existing structures. Update of record drawings and asset register. **Any other related tasks.**

2.16 LABOUR INTENSIVE PROJECTS / EPWP

Feasibility studies, funding applications, planning, reporting, design, contract administration and supervision for the implementation of construction works in accordance with the Guidelines for the implementation of Labour Intensive projects under the Expanded Public Works Programme, as published by the National Department of Public Works. Consultants shall have personnel with the required NQF5 and NQF7 qualifications and skills available in their project team. Update of record drawings and asset register where applicable. **Any other related tasks.**

2.17 TELEMETRY/SCADA

Investigations, options analyses, feasibility studies, funding applications, license applications, planning, design, contract administration and supervision, w.r.t. new telemetry and SCADA systems, and extension, upgrading and maintenance of existing systems. These shall include the integration of any or all engineering systems with existing spatial, financial, and data base systems. Update of record drawings and asset register where applicable. **Any other related tasks.**

2.18 SOLID WASTE MANAGEMENT

Investigations, options analysis, funding applications, permit applications, planning, design, contract administration and construction monitoring of new waste management facilities, and extension and upgrading of existing facilities. Update of record drawings and asset registers. External auditing of waste management facilities, attendance of Environmental Monitoring Committee meetings, meetings with statutory regulator, monitoring and evaluation of implementation of Integrated Waste Management Plan (IWMP) and update of the IWMP from time to time. Preparation of tender documents, tender evaluation and contract administration and supervision for external service providers for operational contracts. **Any other related tasks.**

2.19 ASSET MANAGEMENT

Compilation of asset management plans, updating of asset registers, ensuring compliance with GRAP principles, unbundling of assets, physical verification of assets and linking assets to the municipal GIS system for the various types of municipal infrastructure. **Any other related tasks.**

3. EXTENT OF THE WORKS

The works to be carried out by consulting engineers under this contract comprises mainly of the following: (refer to Guide Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000) for more details.

- Status Quo investigation reports;
- Planning and investigations;
- Preliminary and detailed design of projects;
- Compiling of tender documentation including specification;
- Liaison with employer for tender advertising;
- Tender evaluation;
- Construction supervision and monitoring of projects;
- Successful completion and finalization of projects;
- Submission of a completion report, updating of asset register & GIS, submission of record drawings

4. APPOINTMENTS OUTSIDE OF THIS TENDER

Kouga Local Municipality reserves the right to make appointments of Professional Consultancies for projects without making use of the results of this tender, whether such projects could be construed as falling within the ambit of this tender or not.

If the bidder fails to sign this schedule, it will be interpreted that the bidder does not comply with the Special Conditions of Tender and therefore will be regarded as being non-responsive.

I HEREBY DECLARE THAT I WILL COMPLY WITH THE SCOPE OF WORKS

Signed

Date

Name

Position

Tenderer

**SECTION 4B:
FRAMEWORK INFORMATION**

1. OBJECT AND OPERATION OF THE FRAMEWORK

- The object of this Framework is to enable the *Employer* to invite tenders and to appoint one or more *Suppliers* to carry out work over the Framework contract term in respect of Tender No **185/2023 – APPOINTMENT OF CONSULTANTS ON A FRAMEWORK FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA**
- on an “as instructed” basis within its defined scope. The goal of this approach is to speed up and streamline procurement for the completion of engineering related projects as required by the *Employer* from the open market in order to fulfil its strategic objectives, while maintaining transparency and equitability of the procurement process.
- All appointments are subject to the availability of funds.

2. THE SELECTION PROCEDURE

The *Employer* selects a *Supplier* appointed under the Framework for a proposed project according to the criteria and terms of this *selection procedure*:

2.1 Eligibility and Selection of a Supplier in the Framework

A *Supplier* is eligible for selection by the *Employer* for a proposed project if:

- The supplier was found eligible according to the eligibility criteria as set out in the tender document.

The selection procedure/criteria are set down as follow:

- Consultancies may be requested to provide a quote for a specific project on request of the Employer;
- All assignments will be allocated at the discretion of the Employer, who shall strive to achieve some degree of equity among the listed consultancies;
- The Employer may allocate a particular assignment to a specific consultancy on the roster in order to promote continuity where that particular consultancy has had involvement in previous work associated with the assignment;
- Project assignments will not necessarily be awarded to all consultancies included in the roster.

SECTION 5: PRICING DATA

C2.1 PRICING INSTRUCTION

C2.1.1 PREAMBLE TO THE PRICING SCHEDULE

- C2.1.1.1 The fee scales for services rendered in terms of the scope of works of this contract will be agreed per project in accordance with the “Guideline Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000)” of ECSA as published in the Government Gazette No 38324 on 12 December 2014 (Board Notice 151 of 2014), as amended from time to time, after taking into account e.g. the project type, project value, project situation, and engineering effort. Official short title: “ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021”.
- C2.1.1.2 The bidder must firstly indicate in the Pricing Schedule the % discount to be offered on the fee scale for services rendered per project on this contract, to a **maximum discount of 30%**. Bids offering discount in excess of 30% will be rejected.
- C2.1.1.3 The bidder must also indicate in the Pricing Schedule the **% mark-up** that will be charged on sub-contracting other service providers, e.g. specialists for surveys, environmental investigations, geotechnical investigations, health and safety requirements, laboratory testing, etc.
- C2.1.1.4 The bidder must price the items in the Pricing Schedule in **handwritten, non-erasable black ink**.
- C2.1.1.5 No correction fluids may be used to correct mistakes.
- C2.1.1.6 Time based rates will apply when specifically agreed upon per project.
- C2.1.1.7 Recoverable costs, e.g. printing, reproduction, telephone, cell phone, telefax, and advertising costs will be reimbursed based on actual cost. Proof of such expenditure shall accompany all claims.
- C2.1.1.8 Travel costs for distance travelled will be reimbursed based on AA tariff scales. Time based professional fees will not be reimbursed for travel time.

**SECTION 6:
PRICING SCHEDULE
ITEM 1: WATER RESOURCES AND BULK WATER**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 1: WATER RESOURCES AND BULK WATER**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOGA MUNICIPAL AREA:
ITEM 1: WATER RESOURCES AND BULK WATER**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

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

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 2: WATER RETICULATION**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 2: WATER RETICULATION**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 2: WATER RETICULATION**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject	
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2 Subject	
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3 Subject	
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By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 3: WATER TREATMENT**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 3: WATER TREATMENT**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 3: WATER TREATMENT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and

signature

of witness

Date

.....

Schedule of Deviations

1 Subject
Details
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2 Subject
Details
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3 Subject
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4 Subject
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5 Subject
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By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 4: WATER CONSERVATION & DEMAND MANAGEMENT**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 4: WATER CONSERVATION & DEMAND MANAGEMENT**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 4: WATER CONSERVATION & DEMAND MANAGEMENT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

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

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 5: BULK SEWERAGE AND SEWER RETICULATION**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 5: BULK SEWERAGE AND SEWER RETICULATION**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOGA MUNICIPAL AREA:
ITEM 5: BULK SEWERAGE AND SEWER RETICULATION**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject
Details
.....
.....
.....
2 Subject
Details
.....
.....
.....
3 Subject
Details
.....
.....
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4 Subject
Details
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5 Subject
Details
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By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 6: WATER AND SEWER MASTER PLANNING**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 6: WATER AND SEWER MASTER PLANNING**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOGA MUNICIPAL AREA:
ITEM 6: WATER AND SEWER MASTER PLANNING**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and

signature

of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

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

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 7: WASTE WATER TREATMENT**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 7: WASTE WATER TREATMENT**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOGA MUNICIPAL AREA:
ITEM 7: WASTE WATER TREATMENT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

5 Subject
Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 8: WATER SERVICES INSTITUTIONAL PLANS / AUDITS**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 8: WATER SERVICES INSTITUTIONAL PLANS / AUDITS**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOGA MUNICIPAL AREA:
ITEM 8: WATER SERVICES INSTITUTIONAL PLANS / AUDITS**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and

signature

of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer**

KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

5 Subject
Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 9: GROUNDWATER DEVELOPMENT & MANAGEMENT**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 9: GROUNDWATER DEVELOPMENT & MANAGEMENT**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 9: GROUNDWATER DEVELOPMENT & MANAGEMENT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and

signature

of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

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

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 10: TRAFFIC ENGINEERING**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 10: TRAFFIC ENGINEERING**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 10: TRAFFIC ENGINEERING**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature

of witness

Date

.....

Schedule of Deviations

1 Subject	
Details	
.....	
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2 Subject	
Details	
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3 Subject	
Details	
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4 Subject	
Details	
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5 Subject	
Details	
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By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 11: ROADS**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 11: ROADS**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 11: ROADS**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and

signature

of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

5 Subject
Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 12: ROAD PAVEMENT MANAGEMENT**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 12: ROAD PAVEMENT MANAGEMENT**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOGA MUNICIPAL AREA:
ITEM 12: ROAD PAVEMENT MANAGEMENT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

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

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 13: STORMWATER**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 13: STORMWATER**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 13: STORMWATER**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and
address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

5 Subject
Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 14: ROADS AND STORMWATER MASTER PLANNING**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 14: ROADS AND STORMWATER MASTER PLANNING**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOGA MUNICIPAL AREA:
ITEM 14: ROADS AND STORMWATER MASTER PLANNING**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and

signature

of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and

signature

of witness

Date

.....

Schedule of Deviations

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

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 15: STRUCTURAL ENGINEERING**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 15: STRUCTURAL ENGINEERING**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOGA MUNICIPAL AREA:
ITEM 15: STRUCTURAL ENGINEERING**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and
address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

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

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 16: LABOUR INTENSIVE PROJECTS**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 16: LABOUR INTENSIVE PROJECTS**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOGA MUNICIPAL AREA:
ITEM 16: LABOUR INTENSIVE PROJECTS**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and

signature

of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature

of witness

Date

.....

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

5 Subject
Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 17: TELEMETRY / SCADA**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 17: TELEMETRY / SCADA**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 17: TELEMETRY / SCADA**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and

address of

organization)

.....

Name and

signature

of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject	
Details	
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2 Subject	
Details	
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3 Subject	
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4 Subject	
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5 Subject	
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By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 18: SOLID WASTE**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 18: SOLID WASTE**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 18: SOLID WASTE**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and
address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

5 Subject
Details

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

**SECTION 6:
PRICING SCHEDULE
ITEM 19: ASSET MANAGEMENT**

Fees for professional services:

SCHEDULE A:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R850,000 – R1,899,000.00 used for tender purposes only	n/a	n/a	n/a	R 391,300.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
A1.2.	% Discount offered on item A1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R
A3.2	15% VAT on Item A3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):				R

SCHEDULE B:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R1,899,000.00 – R9,347,000.00 used for tender purposes only	n/a	n/a	n/a	R 1,359,040.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
B1.2.	% Discount offered on item B1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes only	n/a	n/a	n/a	R 300,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of more than R9,347,001.00 to R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 2,984,330.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
C1.2	% Discount offered on item C1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 400,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D:

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
D1.1	Professional Fees (before any discount): Example of more than R19,066,000.00 used for tender purposes only	n/a	n/a	n/a	R 4,000,000.00
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2021				
D1.2	% Discount offered on item D1.1 (maximum -30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R400,000.00 used for tender purposes only	n/a	n/a	n/a	R 500,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE:
ITEM 19: ASSET MANAGEMENT**

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

**CONTRACT NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND
GROUNDWATER PROJECTS FOR A THREE-YEAR PERIOD IN THE KOUGA MUNICIPAL AREA:
ITEM 19: ASSET MANAGEMENT**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider 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.

Fee scales will be agreed per project as per the latest ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2015, as amended from time to time.

**Schedule A: Discount offered on agreed fee scale for projects R850,000 – R1,899,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule B: Discount offered on agreed fee scale for projects R1,899,000 – R9,347,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule C: Discount offered on agreed fee scale for projects R9,347,000.00 – R19,066,000.00:
.....% (% in figures); or percent (percentage in words). Mark-
up percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

**Schedule D: Discount offered on agreed fee scale for projects larger than R19,066,000.00:%
(% in figures); or percent (percentage in words). Mark-up
percentage offered on all appointments of sub service providers:% (% in figures); or
..... percent (percentage in words).**

Discount on Department of Public Works hourly rates for reimbursable expenses for categories:

Category A: Rate/hour offered:.....

Category B: Rate/hour offered:.....

Category C: Rate/hour offered:.....

Category D: Rate/hour offered:.....

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 service provider in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the tenderer

(Name and
address of
organization)

.....

Name and
signature
of witness

Date

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 service provider 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:

Section 2:	Standard Conditions of Contract
Section 3:	Special Conditions of Contract.
Section 4(a):	Scope of Work.
Section 4(b):	Framework Information
Section 5:	Pricing Instruction
Section 6:	Pricing Schedule
Section 7:	Form of Offer and Acceptance
Section 8:	Returnable Schedules

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's representative (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five 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.

Signature

Name

Capacity

**for the
Employer** KOUGA LOCAL MUNICIPALITY
33 DA GAMA ROAD
JEFFREYS BAY
6330

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject	
Details	
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2 Subject	
Details	
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3 Subject	
Details	
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4 Subject	
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5 Subject	
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By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender 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 the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)
.....

Name and
signature
of witness Date

**SECTION 8:
LIST OF RETURNABLE DOCUMENTS**

	DESCRIPTION
SCHEDULE 1:	Tax Clearance certificate requirements (MBD 2)
SCHEDULE 2:	Declaration of Interest (MBD 4)
SCHEDULE 3:	Preference points claim form in terms of the Preferential Procurement Reg. 2017 (MBD 6.1)
SCHEDULE 4:	Declaration of Bidders past Supply Chain Management Practices (MBD 8)
SCHEDULE 5:	Certificate of Independent Bid Determination (MBD 9)
SCHEDULE 6:	Form of Indemnity
SCHEDULE 7:	Compulsory Enterprise Questionnaire
SCHEDULE 8:	Address Schedule
SCHEDULE 9:	Record of Addenda
SCHEDULE 10:	Signatory of Authority
SCHEDULE 11:	B-BBEE Proof
SCHEDULE 12:	Municipal Account / Lease Agreement
SCHEDULE 13:	Letter of Good Standing to Relevant Authorities
SCHEDULE 14:	Occupational Health and Safety Agreement
SCHEDULE 15:	Consultants Practice
SCHEDULE 16:	Relevant Experience and Track Record
SCHEDULE 17:	Key Personnel
SCHEDULE 18:	Expertise of Key Personnel
SCHEDULE 19:	Professional Indemnity Insurance
SCHEDULE 20:	Services Provided to Organs of State for the Past 5 Years
SCHEDULE 21:	Eligibility Assessment Checklist

SCHEDULE 1:
MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally or on the website www.sars.gov.za. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers through the website www.sars.gov.za

3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Tax Compliance Status (TCS) Pin as of 18 April 2016

- a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder's tax status online via SARS E-filing.
- b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing.

1. Tax Reference Number	
2. Tax Compliance Status Pin	
3. Tax Clearance Certificate Number:	

c. If a bidder is registered on the Kouga Local Municipality Supplier's Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it MUST be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.

6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

Signed

Date.....

Name

Position.....

Tenderer

**SCHEDULE 2:
MBD 4 – DECLARATION OF INTEREST**

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors 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

Signed

Name

Tenderer

Date.....

Position.....

**SCHEDULE 3:
MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

2. GENERAL CONDITIONS

- 2.1 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).~~
- 2.2 **To be completed by the organ of state**
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 2.3 Points for this bid shall be awarded for:
- (c) Price; and
- (d) Specific Goals.
- 2.4 The maximum points for this bid are allocated as follows:

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

SPECIFIC GOALS

No	Specific Goals Categories	Max points allocation	Evaluation Indicators
1	B-BBE Status Level Contributor	10	As for B-BBEE points allocation table above.
2	The promotion of enterprises located in a specific province for work to be done or services to be rendered in that	10	10 Points= Located within the boundaries of the Kouga Local Municipality
			6 Points= Located within the boundaries of Sarah Baartman District Municipality
			4 Points= Located within the boundaries of the Eastern Cape

Pmin = Price of lowest acceptable bid

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

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

6. BID DECLARATION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 Total number of years the company/firm has been in business:

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

SCHEDULE 4:
MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
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:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / 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"/>
4.5.1	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.

Signed

Date.....

Name

Position.....

Tenderer

**SCHEDULE 5:
MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER NO: 185/2023 – APPOINTMENT OF CONSULTANTS FOR VARIOUS ENGINEERING AND GROUNDWATER PROJECTS FOR A THREE YEAR PERIOD IN THE KOUGA MUNICIPAL AREA

in response to the invitation for the bid made by:

KOUGA LOCAL MUNICIPALITY

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

**SCHEDULE 6:
FORM OF INDEMNITY**

THE MUNICIPAL MANAGER
Kouga Local Municipality

INDEMNITY

Given by(Name of Company)
of

.....
(registered address of Company) a company incorporated with limited liability according to the
Company Laws of the Republic of South Africa (hereinafter called the Service Provider),
represented herein by

..... (Name of Representative) in his capacity as
..... (Designation) of the Service Provider is
duly authorised hereto by a resolution dated
To sign on behalf of the Service Provider.

WHEREAS the Service Provider has entered into a Contract dated with
Kouga Local Municipality (hereinafter called the Municipality) who require this indemnity from the
Service Provider for the Contract: **185/2023 – APPOINTMENT OF CONSULTANTS FOR
VARIOUS ENGINEERING AND GROUNDWATER PROJECTS FOR A THREE YEAR PERIOD IN
THE KOUGA MUNICIPAL AREA** that the Service Provider does hereby indemnify and hold
harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the
Municipality by reason of or in any way arising out of or caused by operations that may be carried
out by the Service Provider in connection with the aforementioned contract; and also in respect of
all claims that may be made against the Municipality in consequence of such operations, by reason
of or in any way arising out of any accidents or damage to life or property or any other cause
whatsoever; and also in respect of all legal or other expenses that may be incurred by the
Municipality in examining, resisting or settling any such claims; for the due performance of which
the Service Provider binds itself according to law.

SIGNATURE:

THUS DONE AND SIGNED for and on behalf on the Service Provider.

At on the day of In
the

presence of the subscribing witnesses.

AS WITNESSES

1. (Designation)

.

2. (Designation)

**SCHEDULE 7:
COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

Section 1: Name of enterprise:

Physical address of enterprise:
(LOCAL OFFICE)

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of 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 an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of 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 spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

Signed

Date.....

Name

Position.....

Tenderer

**SCHEDULE 8:
ADDRESS SCHEDULE**

WORK ADDRESS	BUILDING	
	STREET	
	SUBURB	
	CITY / TOWN	
	POSTAL CODE	
	TELEPHONE	
	FAX	
	CELL	
POSTAL ADDRESS	E-MAIL	
	POST BOX	
	SUBURB	
	CITY / TOWN	
	POSTAL CODE	

Signed

Date.....

Name

Position.....

Tenderer

**SCHEDULE 9:
RECORD OF ADDENDA**

We confirm that the following communications/Addenda/Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer

ADDENDUM No.	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Signed

Date.....

Name

Position.....

Tenderer

**SCHEDULE 10:
SIGNATORY OF AUTHORITY**

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____20_____,

Mr/Mrs _____ (whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf

of _____ (Name of Company) in

his/her capacity as _____

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____ the undersigned, hereby

Confirm that I am the sole owner of the business trading as _____

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

C. PARTNERSHIP

We, the undersigned partners in the business trading as _____

hereby authorize Mr/Ms _____ to sign this bid as well

as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of _____ (name of firm)

The following particulars in respect of every partner must be furnished and signed by every partner:

Full Name of Director	Residential address	Signature

Sign on behalf of company:		Date	
Print Name:			
Witness 1:		Witness 2:	

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

By resolution of members at a meeting on _____ 20____ at _____

_____ Mr/Ms , _____ whose

signature appears below, has been authorized to sign all documents in connection with this bid on

behalf of (Name of Close Corporation) _____

Full Name of Director	Residential address	Signature

Sign on behalf of Close Corporation:		Date	
Print Name:			
In his /her capacity as			
Witness 1:		Witness 2:	

Signed

Date.....

Name

Position.....

Tenderer

**SCHEDULE 11:
B-BBEE PROOF**

The tenderer must attach to this page proof of **their B-BBEE level of contribution** in respect of his/her company, close corporation or partnership.

Signed

Date.....

Name

Position.....

Tenderer

**SCHEDULE 12:
MUNICIPAL ACCOUNT / LEASE AGREEMENT**

The tenderer must attach to this page a copy of their latest municipal account / a valid lease agreement.

Signed

Date.....

Name

Position.....

Tenderer

SCHEDULE 13:
LETTER OF GOOD STANDING TO RELEVANT AUTHORITIES

The tenderer must attach to this page a letter from the relevant authorities indicating his good standing with regard to UIF payments and COIDA. Each party to a Joint Venture or Consortium shall submit separate documents.

Signed

Date.....

Name

Position.....

Tenderer

**SCHEDULE 14:
OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

Signed

Date.....

Name

Position.....

Tenderer

SCHEDULE 15:
CONSULTANTS PRACTICE

1. Tenderer must attach to this page sufficient information in order to qualify for pre-qualification points in respect of Functionality/Quality, regarding the Consultant's Practice, addressing the following:
 - (a) Physical address / Background / Organization / Management
 - (b) Fields of activity / expertise
 - (c) Staffing / Human Resources
2. Tenderer shall also provide the following information regarding the Consultant's Practice. Where a bidder has more than one local office, information provided shall be the aggregate for all of the local offices.

- 2.1 % of Principals having Professional Status (tick applicable):

>90%	70%-90%	40%-70%	<40%

- 2.2 Staff (state number):

- 2.2.1 Total no. of Principal(s) _____ No. of Principals with Professional registration _____

- 2.2.2 Skilled technical staff, e.g. Engineers, Scientists, Technologists, Technicians _____

- 2.2.3 General Technical e.g. Draughts persons, CAD Operators, etc. _____

- 2.2.4 Operational Staff e.g. secretarial, bookkeeping _____

- 2.3. Disciplines/Areas of expertise tendered for: (Tick applicable below)
Sufficient information has to be provided in the returnable documents to confirm expertise in all disciplines/fields of expertise tendered for.

WATER RESOURCES AND BULK WATER	
WATER RETICULATION	
WATER TREATMENT	
WATER CONSERVATION & DEMAND MANAGEMENT	
BULK SEWERAGE AND SEWER RETICULATION	
WATER AND SEWER MASTER PLANNING	
WASTE WATER TREATMENT	
WATER SERVICES INSTITUTIONAL PLANS / AUDITS	
GROUNDWATER DEVELOPMENT & MANAGEMENT	
TRAFFIC ENGINEERING	
ROADS	
ROAD PAVEMENT MANAGEMENT	
STORMWATER	
ROADS AND STORMWATER MASTER PLAN	
STRUCTURAL ENGINEERING	
LABOUR INTENSIVE PROJECTS	
TELEMETRY / SCADA	
SOLID WASTE	
ASSET MANAGEMENT	

% of Principals having Professional Status	<u>>90%:</u> 5	<u>70%-90%:</u> 4	<u>40%-70%:</u> 3	<u><40%:</u> 2	5
No. of Skilled Technical Staff, e.g. Engineers, Scientists, Technologists, Technicians, etc.	<u>>7:</u> 5	<u>4 - 6:</u> 4	<u>2 - 3:</u> 3	<u>1:</u> 2	5
No. of General Technical staff, e.g. Draughtspersons, CAD operators, etc.	<u>>7:</u> 5	<u>4 - 6:</u> 4	<u>2 - 3:</u> 3	<u>1:</u> 2	5

Consultant's Practice will be as follows, with a maximum of 5 points to be awarded.

Signed Date

Name Position

Tenderer

<p align="center">SCHEDULE 16:</p> <p align="center">RELEVANT EXPERIENCE AND TRACK RECORD OF THE CONSULTANTS PRACTICE</p>

The tenderer shall indicate on the schedule below maximum 5 (five) projects that have been completed, or that are under way at present, and indicate specifically those applicable to the areas of expertise tendered for as indicated in **Schedule 15**, and also indicate all those projects completed for organs of state. This form can be duplicated as needed. The names of contactable references and phone numbers are essential to enable the municipality to verify the information submitted. **Completion Certificates must be attached as proof to score functionality points.**

Section 16.1: DISCIPLINE: WATER RESOURCES AND BULK WATER					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Section 16.2: DISCIPLINE: WATER RETICULATION					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Section 16.3: DISCIPLINE: WATER TREATMENT					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Section 16.4: DISCIPLINE: WATER CONSERVATION & DEMAND MANAGEMENT					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.5: DISCIPLINE: BULK SEWERAGE AND SEWER RETICULATION					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Section 16.6: DISCIPLINE: WATER AND SEWER MASTER PLANNING					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.7: DISCIPLINE: WASTE WATER TREATMENT					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Section 16.8: DISCIPLINE: WATER SERVICES INSTITUTIONAL PLANS / AUDITS					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.9: DISCIPLINE: GROUNDWATER DEVELOPMENT & MANAGEMENT					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Section 16.10: DISCIPLINE: TRAFFIC ENGINEERING					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.11: DISCIPLINE: ROADS					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Section 16.12: DISCIPLINE: ROAD PAVEMENT MANAGEMENT					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.13: DISCIPLINE: STORMWATER					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Section 16.14: DISCIPLINE: ROADS AND STORMWATER MASTER PLANNING					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.15: DISCIPLINE: STRUCTURAL ENGINEERING					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.16: DISCIPLINE: LABOUR INTENSIVE PROJECTS					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.17: DISCIPLINE: TELEMETRY / SCADA					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.18: DISCIPLINE: SOLID WASTE					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

Section 16.19: DISCIPLINE: ASSET MANAGEMENT					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

SCHEDULE 17.1:**KEY PERSONNEL - WATER RESOURCES AND BULK WATER**

CVs and proof of qualification must be attached to score functionality points. In the case of sub-consultants, agreements to enter into a subconsultancy agreement must be attached.

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.2:
KEY PERSONNEL - WATER RETICULATION

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.3:
KEY PERSONNEL - WATER TREATMENT

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.4:
KEY PERSONNEL - WATER CONSERVATION & DEMAND MANAGEMENT

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.5:
KEY PERSONNEL - BULK SEWERAGE AND SEWER RETICULATION

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.6:
KEY PERSONNEL - WATER AND SEWER MASTER PLANNING

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.7:
KEY PERSONNEL - WASTE WATER TREATMENT

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

<p align="center">SCHEDULE 17.8:</p> <p align="center">KEY PERSONNEL - WATER SERVICES INSTITUTIONAL PLANS / AUDITS</p>
--

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

<p align="center">SCHEDULE 17.9:</p> <p align="center">KEY PERSONNEL - GROUNDWATER DEVELOPMENT & MANAGEMENT</p>

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.10:
KEY PERSONNEL - TRAFFIC ENGINEERING

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.11:
KEY PERSONNEL - ROADS

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.12:
KEY PERSONNEL - ROAD PAVEMENT MANAGEMENT

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.13:
KEY PERSONNEL - STORMWATER

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.14:
KEY PERSONNEL - ROADS AND STORMWATER MASTER PLANNING

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.15:
KEY PERSONNEL – STRUCTURAL ENGINEERING

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.16:
KEY PERSONNEL - LABOUR INTENSIVE PROJECTS

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.17:
KEY PERSONNEL - TELEMETRY / SCADA

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.18:
KEY PERSONNEL - SOLID WASTE

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 17.19:
KEY PERSONNEL - ASSET MANAGEMENT

PROJECT ENGINEERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT LEADERS				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

SCHEDULE 18:
EXPERTISE OF KEY PERSONNEL

Notwithstanding having appended the Curriculum Vitae of the key personnel to **Schedule 17** above, the tenderer shall provide information in the format below (the bidder can reproduce the tables at an appropriate scale to suit the information) for the Project Leader and Project Engineer. Any other relevant information may also be appended to this schedule. (The Tenderer must take note that the persons listed as Key Personnel shall be the same persons to physically manage the projects under this contract, and will not be allowed to be changed without written approval by the client and then only if the Tenderer can successfully demonstrate that the replacement personnel do at least have the same experience, education and qualifications than the Persons listed in the tender. No deviation on this will be allowed)

PROJECT LEADER: Name:

EXPERIENCE (only projects with completion dates in the last ten years will be eligible)

PROJECT	DESCRIPTION	DURATION (from-to)	RESPONSIBILITY (E.g. Engineer / Project Manager)	CLIENT & CONTACT NAME & PHONE NO	FEE VALUE	CONTRACT VALUE

PROJECT ENGINEER: Name:

EXPERIENCE (only projects with completion dates in the last ten years will be eligible)

PROJECT	DESCRIPTION	DURATION (from-to)	RESPONSIBILITY (E.g. Engineer / Project Manager)	CLIENT & CONTACT NAME & PHONE NO	FEE VALUE	CONTRACT VALUE

Signed on behalf of Bidder:

**SCHEDULE 19:
PROFESSIONAL INDEMNITY INSURANCE**

The tenderer is referred to **Clause 2.1.3** of the Tender Data and shall state below details of the professional indemnity insurance held by the bidder. Where the bidder is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE HELD		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY I.R.O. EACH CLAIM

Signed on behalf of Bidder:

**SCHEDULE 20:
SERVICES PROVIDED TO ORGANS OF STATE FOR THE PAST 5 YEARS**

Bidders to furnish particulars of **All Consultancy services provided to Organs of State in the Last Five (5) Years** and **any similar Consultancy services provided to an organ of State in the Last Five (5) Years.**

Organs Name that Services was Rendered to:	Type of Service Rendered:	Duration of Service Rendered:	Contactable Reference Name:	Contactable Reference Email address:	Contactable Reference Telephone No:

If the bidder fails to complete and sign this schedule, it will be interpreted that the bidder does not comply with the Eligibility Criteria and therefore will be regarded as being non-responsive.

Signed on behalf of Bidder:

**SCHEDULE 21:
ELIGIBILITY ASSESMENT CHECKLIST**

1.1 General

Criteria	Reference	YES	NO	Comment
PI Insurance minimum value of R 2million	Schedule 19			

1.2 Project Leader

Criteria	Reference	YES	NO	Comment
ECSA /SACNASP registered professional	Schedule 17			
Min 7 years post graduate relevant experience	Schedules 17 & 18			

1.3 Project Engineer

Criteria	Reference	YES	NO	Comment
ECSA /SACNASP registered professional	Schedule 17			
Min 5 years post graduate relevant experience	Schedules 17 & 18			

1.4 Services Provided to Organs of State for the Past 5 Years

Criteria	Reference	YES	NO	Comment
Services Provided to Organs of State for the Past 10 Years	Schedule 20			

Annexure A: Pre-Qualification Evaluation of Tenders for Functionality / Quality

Description			Reference	Scoring				Maximum Score
Consultant's Practice	Organisation / Management	% of Principals having Professional Status	Pg. 76, Item 2.1	<u>>90%:</u> 5	<u>70%-90%:</u> 4	<u>40%-70%:</u> 3	<u><40%:</u> 2	5
	Staffing / Human Resources (other than Principals)	No. of Skilled Technical Staff, e.g. Engineers, Scientists, Technologists, Technicians, etc.	Pg. 76, Item 2.2.2	<u>>7:</u> 5	<u>4 - 6:</u> 4	<u>2 - 3:</u> 3	<u>1:</u> 2	5
		No. of General Technical staff, e.g. Draughtspersons, CAD operators, etc.	Pg. 76, Item 2.2.3	<u>>7:</u> 5	<u>4 - 6:</u> 4	<u>2 - 3:</u> 3	<u>1:</u> 2	5
Key Personnel	Project Leaders		Pg. 87 to 104 and CVs	Qualifications: Professional Engineer: 10 points Professional Technologist: 9 points Professional Technician: 6 points Years relevant post graduate Experience: 15 and more years: 10 points 10-15 years: 8 points 7-9 years: 6 points				20
	Project Engineers			Qualifications: Professional Engineer: 10 points Professional Technologist: 9 points Professional Technician: 6 points Years relevant post graduate Experience: 11 and more years: 10 points 7-10 years: 8 points 5-7 years: 6 points				20
Relevant Project	Previous Projects Completed		Pg.78 to 86 & project description	Demonstrated similar projects completed: 5 or more: 15 points 3-4: 9 points 1-2: 6 points				15
Locality (Municipal billing clearance certificate / Lease Agreement / Latest Tax invoice for municipal account of address where company operates from its Business Name: Business within Kouga Municipality: 30 points Business within Sarah Baartman District Municipality and the NMBM Area: 25 points Business outside of the above areas: 10 points Max 30 points								30
Maximum Total Score for Functionality / Quality:								100