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ELUNDINI LOCAL MUNICIPALITY TENDER NOTICE AND INVITATION TO TENDER

The Municipality seeks to go into a Framework contract with three (3) to five (5) service providers in each of the categories listed below over a period of three (3) years without a guarantee of the quantum of work:

Project No.	Project Name	Bid No
1.	Framework contract for Professional Services: Civil	ELM-3/017/2021-2022
2.	Framework contract for Professional Services: Electrical	ELM-3/019/2021-2022
3.	Framework contract for Professional Services: Quantity Surveying	ELM-3/020/2021-2022
4.	Framework contract for Professional Services: Architectural	ELM-3/021/2021-2022
5.	Framework contract for Professional Services: Land Surveying	ELM-3/022/2021-2022
6.	Framework contract for Professional Services: Geotechnical	ELM-3/023/2021-2022

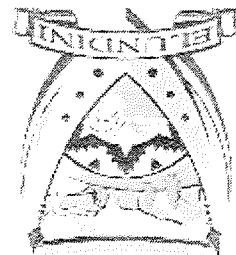
At least 50 % of the tendering entities directors and members (as reflected on the company registration certificate), in the case of a company and close corporation respectively, or partners in the case of partnerships, professionally registered in the designated statutory councils relevant for the category listed below:

Project No.	Service area	Key person must be registered with the relevant Statutory Council as follows:
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1.	Civil	Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act or Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions
2.	Electrical	Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act or Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions
3.	Quantity Surveying	Registered as a Project Management or Construction Management Professional with the SACPCMP in terms of the Project and Construction Management Professions Act Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Act
4.	Architectural	Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Act
5.	Land Surveying	Registered as Professional Surveyors, Technologist Surveyors, Technician Surveyors or GISc Practitioners with the South African Geomatics Council (SAGC) in terms of the Geomatics Profession Act
6.	Geotechnical	Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions

Contracts for all of the above listed projects will be based on the NEC 3 Professional Services Contract - Option G





T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes 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 provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies. These standards should be read in conjunction with the National Treasury's Standard for Infrastructure Procurement and Delivery Management (SIPDM).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause number	Tender Data
3.1	The Employer is the Elundini Local Municipality
3.2	The Tender Documents issued by the Employer comprise the documents listed on the contents page.
3.4	The employer's representative for Technical Queries: Name: Ms. Sisekho Sako Elundini Local Municipality 1 Seller Street, Ngangqarhu, 5480. Tel No.: 045 932 8216 Fax No.: 045 932 1094 E-mail: sisekhos@elundini.gov.za The employer's representative for SCM Processes: Name: Ms. Hlubikazi Mdudzulwana Elundini Local Municipality 1 Seller Street, Ngangqarhu, 5480. Tel No.: 045 932 8225 Fax No.: 045 932 1094 E-mail: hlubikazi@elundini.gov.za
F.2. 18	The tenderer must submit to the Employer the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirement.

F.3.8	Test for responsiveness This serves as part of the returnable document: Each tender offer must be submitted as an original and CD or Memory- Stick of the whole tender submission converted into PDF format. Failure to adhere to the this condition shall deem a bidder non-responsive Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation					
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: 1. The tenderer: a) Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to continue to function in the event of a death or withdrawal of one of the partners; b) JV Eligibility requirements: A joint venture must submit a consolidated valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE. (This will not disqualify bidders but points for B-BBEE will not be allocated) Submit Joint Venture agreement in the case of joint venture. 2. The Tenderer does comply with the legal requirements stated in the Employer's procurement policy; 3. At least 50 % of the tendering entities directors and members (as reflected on the company registration certificate), in the case of a company and close corporation respectively, or partners in the case of partnerships, professionally registered in the designated statutory councils.					
	<table><tr><td>Service area</td><td>Key person must be registered with the relevant Statutory Council as follows:</td></tr><tr><td>Civil</td><td>Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act or</td></tr></table>	Service area	Key person must be registered with the relevant Statutory Council as follows:	Civil	Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act or	
Service area	Key person must be registered with the relevant Statutory Council as follows:					
Civil	Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act or					

4.2	The tenderer accepts that, unless otherwise stated in the tender data, the employer does 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 comply with requirements. It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission. 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. The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference. 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.
4.3	4. The Tenderer can provide proof that he is in good standing with respect to duties taxes, levies and contributions required in terms of legislation applicable to the work in the contract. Proof of good standing with the Compensation for Occupational Injuries and Diseases (COID) 5. The tenderer can provide at least three contactable client references for the provision of engineering services relating to the category of works tendered which generated a cumulative free income of at least R2 Million including VAT.. 6. The tendering entity has professional indemnity insurance cover issued by a reputable insurer in an amount of not less than R2,0 Million in respect of claim
4.4	Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Act Registered as a Professional Engineer or Professional Engineering Technologist in terms of the Engineering Profession Act Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Act Registered as Professional Surveyors, Technologist Surveyors, Technician Surveyors or GISc Practitioners with the South African Geomatics Council (SAGC) in terms of the Geomatics Profession Act Registered as a Project Management or Construction Management Surveying Profession Act or Professional with the SACPCMP in terms of the Project and Construction Management Professions Act Registered as a professional quantity surveyor in terms of the Quantity Surveying Profession Act or Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act or Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions
4.5	Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act or Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Registered as a Project Management or Construction Management Surveying Profession Act or Professional with the SACPCMP in terms of the Project and Construction Management Professions Act Registered as a professional quantity surveyor in terms of the Quantity Surveying Profession Act or Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Registered as a Professional Engineer or Professional Engineering Technologist in terms of the Engineering Profession Act Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions
4.6	Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Registered as a Project Management or Construction Management Surveying Profession Act or Professional with the SACPCMP in terms of the Project and Construction Management Professions Act Registered as a professional quantity surveyor in terms of the Quantity Surveying Profession Act or Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions Registered as a professional engineer or professional engineering technologist in terms of the Engineering Profession Act or Registered in a professional category of registration in terms of the Architectural Profession Act, the Landscape Architectural Profession Act, the Project and Construction Management Professions

4.7	There will be no compulsory clarification meeting due to COVID 19 Tenderers must complete the sales register with the following: Company Name Contact Person Address, Telephone, Fax, Cell, numbers and E-mail address Tenderers who will be sending proof of payment must also send all of the above company details Addenda will be issued to and correspondences exchanged with only from those tendering entities appearing on the sales register.	4.8	Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data	4.10	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the 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 except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data	4.10(a)	If after the commencement of the Contract, the cost or duration of the services is altered as a result of changes in, the amount of the main contractor or contract amount from which estimate were based, or amounts or additions to, any statute, regulation or by-laws, 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 90 days of first having become aware of the change, the Contractor furnished the Employer with detailed justification to the Price or Period of the Performance (or both).	4.11	Alterations to the documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.	4.12	No alternative tender offers will be considered	4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. No copies are required	4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.	4.13.4	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services. 2) Design Engineer registration with ECSA as Professional Services provider
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4.13.5	4.15	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
Location of tender box: Elundini Municipality Cashier's reception area Finance Department 1 Seller Street NOANQARHU 5480 Physical address: Identification details: Tender no, Title of Tender and the closing date and time for tenders Closing Date: Wednesday, 15 December 2021 Closing Time: 12:00 The tender box is only open on weekdays between 08:00 and 16:00		
4.13.6		Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15		The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16.1		The tender offer validity period is 8 weeks.
5.1		The Employer will respond to requests for clarification received up to 3 working days before the tender closing time.
5.4		Tenders will be opened immediately after the closing time for tenders.

The procedure for the evaluation of responsive tenders is Method 4: Financial offer, quality and preferences

STAGE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration.

1. Bid Document (This Document) must be submitted in its original format.
2. Each tender offer must be submitted as an original and a CD or Memory-Stick of the whole tender submission converted into PDF format. Failure to adhere to this condition shall deem bidder non-responsive.
3. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
4. A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order with the South African Revenue Services.
5. JV Eligibility requirements:
 - A joint venture must submit a consolidated valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE. (This will not disqualify bidders but points for B-BBEE will not be allocated)
 - Submit Joint Venture agreement in the case of joint venture.

6. Form of offer and Acceptance (fully completed and signed)
7. Invitation to bid must be completed and signed.
8. Declaration of Interest (fully completed and signed)
9. Preference Points Claim form in terms of the Preferential Procurement Regulations 2017 (fully completed and signed)
10. Declaration of Bidder's past Supply Chain Management Practices. (Completed and signed)
11. Certificate of Independent Bid Determination. (Completed and signed)
12. Compulsory Enterprise Questionnaire (Completed and signed)
13. Proof of Authority of Signatory
14. Declaration of Employees of the State or other State Institutions.
15. A valid original or certified copy of B-BBEE certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE. (This is not an Elimination factor).
16. This tender will be awarded as a whole. All items listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which must also be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
17. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.
18. By initialling and signing the bid document you agree to the terms and conditions of this bid and you understand that the ELM is administered by ELM Supply Chain Management Policy, MFMA Act 56 of 2003 and MFMA SCM Regulations and shall act in accordance with the said legislative prescripts.

STAGE THREE: EVALUATION OF QUALITY

The quality criteria and maximum score in respect of each of the criteria in accordance with 5.11.9 are as follows:

EVALUATION CRITERIA

Tender
Part 11: Tendering procedures

Tender Data

The quality criteria and maximum score in respect of each of the criteria in accordance with 5.11.9 are as follows: • Schedule 1: Experience of the tenderer – 20 Points • Schedule 2.1: Experience of key person - 30 Points • Schedule 2.2: Experience of additional team – 30 Points • Schedule 4: Approach – 20 Points A minimum number of evaluation points for quality is 70. STAGE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017 The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and B-BBEE/PPFPA Regulations of 2017 <table><tr><td>Criteria</td><td>Points</td></tr><tr><td>Points on Price</td><td>80</td></tr><tr><td>B-BBEE</td><td>20</td></tr><tr><td>TOTAL</td><td>100</td></tr></table> The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50 million: The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): A maximum of 80 or 90 points is allocated for price on the following basis: 80/20 or 90/10 $P_s = 80 \left(1 - \frac{P_i - P_{min}}{P_i - P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_i - P_{min}}{P_i - P_{min}} \right)$ Where P_s = Points scored for price of bid under consideration P_i = Price of bid under consideration		Criteria	Points	Points on Price	80	B-BBEE	20	TOTAL	100	5.11.5 The financial offer derived from the bill of quantities will only be used for comparative basis.	5.11.9 The procedure for the evaluation of responsive tenders is Method 4 The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = 0,6 (N_{FO} + N_P) + 0,4 N_Q$ N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using Formula 2 and W_1 equals 80. N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$ Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. EVALUATION CRITERIA
Criteria	Points										
Points on Price	80										
B-BBEE	20										
TOTAL	100										

Evaluation factors	Description	Evidence	Points
Experience of Tenderer	Relevant projects undertaken with supporting evidence	Previous experience in the form of an appointment letter with signed reference letter or completion letter 3 Appointment letters and 3 reference letters or 3 completion certificates =20 points 2 Appointment letters and 2 reference letters or 2 completion certificates =15 points 1 Appointment letter and 1 reference letter or 1 completion certificate=10 points	20
Experience of the Key Person	Key person and general experience in relation to the proposed contract	CVs and qualifications with proposed organogram showing key person 11 - 15 years and above = 15 points 6- 10 years = 10 points 5 years or less=5 points Honours – 15 points Degree – 10 points Diploma – 5 points Total of 30 points for the key person	30
Supporting personnel with adequacy of experience for the proposed contract	Additional team members with suitable qualifications and experience must be provided in line with the company organogram. At least one more team members registered with a statutory body as reflected in point 2 of eligibility criteria = 15 points At least two more team members registered with a statutory body as reflected in point 2 of eligibility criteria = 10 points At least one more team member registered with a statutory body as reflected in point 2 of eligibility criteria = 5 points Combined support team with relevant experience: 20 years and above = 15 points 15 years = 10 points 10 years or less = 5 points	Draft project chart including works programme and proposal to undertake the works Very Good =20 points Good = 15 points Fair=10 points Poor=5 points	30
Approach paper	Methodology		100
TOTAL POINTS			

Tender

Part T1: Tendering procedures

a) Submits a valid SARS Tax Clearance Certificate or/and a tax compliance status document reflecting the pin for the Employer to verify that the tenderer is in good standing.

b) the Joint Venture has attached the following :

c) the agreement, original or certified copy of consolidated BBBEE certificate and the letter of signatory and fully complete the compulsory returnable documents for JV
 d) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/>) unless it is a foreign supplier with no local registered entity
 e) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidders will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.

f) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

g) the tenderer has not:

i) abused the Employer's Supply Chain Management System; or

iii) failed to perform on any previous contract and has been given a written notice to this effect; and

h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;

i) the tenderer is not more than three months in arrears in its municipal rates and taxes or municipal service charges, if applicable. Proof of payment to be supplied. Where no municipal rates are applicable, a proof of residence from the Councilor and a Sworn Affidavit from the SAPS stating that the tenderer is not liable for municipal rates must be supplied.

j) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.

k) the tender has offered a market related offer. If the offer is believed not to be market related, the Municipality through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidders to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.

l) A Resolution of signatory form has been completed and signed by directors or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.

m) By initialling and signing the bid document you agree to the terms and conditions of this bid and you understand that the ELM is administered by ELM Supply Chain Management Policy, MFMA Act 56 of 2003 and MFMA SCM Regulations and shall act in accordance with the said legislative prescripts

n) The Municipality reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur:

- if it is not assisting in the advancement of designated groups.
- the bidder has been awarded a considerable number of projects by the Municipality.
- has performed unsatisfactorily in the past.

o) A valid SARS Tax Clearance Certificate or a tax compliance status document reflecting the pin for the Employer to verify that the tenderer is in good standing;

Tender Data
T1.2

The number of paper copies of the signed contract to be provided by the employer is one. The additional conditions of tender are: Awarding of multiple contracts Notwithstanding the requirements of 5.11, a limited number of contracts will be entered into with the highest scoring tenders to ensure a reasonable geographic spread of key persons across South Africa. The procedure for recommending tenders for framework contracts will be as follows: 1) The highest scoring tenderer will be recommended for the award of a contract. 2) The highest scoring tenderer whose key person's home base (office from which the key person ordinarily works from) is more than 100 km from another key person's office who is recommended for an award of a contract will be recommended for an award of a contract provided that the tendered staff rate is reasonable. 3) Point 2) will be repeated until such time that all the home bases of all key persons have been considered. 4) National, provincial and regional capacity considerations will determine whether or not recommendations will be made to award further contracts to the next highest points scoring tenders within a 100 km radius of the home base of those recommended for the award of a contract under item 1. Offering of more than one key person in a particular service area A tenderer may offer more than one key person for a particular service area provided that separate and complete tender submissions are made in respect of each key person covering the same service area. Key persons who are capable of providing services in more than one service area A tenderer may offer the services of a key person to provide services in more than one area in a single submission	5.17
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Schedule 1:

Experience of the tenderer

The experience of the tenderer as a company (as opposed to key staff members) in terms of the tendered category of works as a consultant over the last five (5) years:

Tenders should very briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule. Proof of appointment and letters of reference or completion letters from a government institution should be attached to this schedule for scoring.

The description should be put in tabular form with the following headings separated into each of the tendered categories of works. If the tenderer has submitted for multiple categories, they can supplement this information by providing a separate table reflecting work experience as per the outlined table. To secure full points, the bidder will require a minimum of three contactable references in each category tendered for and suitable proof of claimed experience must be provided for each claimed reference to secure points:

Employer, and	Description of contracts relating to:	Contract value inclusive of VAT (Rand)	Date	
			Start	Completion

Employer:	Contact person:	Telephone number:	Email address:	Employer:	Contact person:	Telephone number:	Email address:	Employer:	Contact person:	Telephone number:	Email address:
Title of the project:	Brief description:	Title of the project:	Brief description:	Title of the project:	Brief description:	Title of the project:	Brief description:	Title of the project:	Brief description:	Title of the project:	Brief description:

Email address:			

The scoring of the tenderer's experience will be as follows:

0	Tenderer has submitted no information or inadequate information to determine scoring level.	Limited experience. Contractor <u>only has one (1)</u> relevant project completed	Average experience. Contractor <u>only has two (2)</u> relevant projects completed	Above average experience. Contractor has <u>three (3) or more</u> relevant projects completed
Poor (score 10)		Satisfactory (score 15)		Good (score 20)

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

Signed	Date
Name	Position
Tenderer	

Evaluation Schedule 2.1: Experience of Principal Consultant (Project No. 1 CIVIL)

(if this person is changed during course of the contract, the bidder will have to make suitable replacement with equal or superior qualified person)

The experience of the Principal Consultant (Key person whose name is stated as such in Part 2 of the Contract Data) will be evaluated i.e. the person who will provide the services or under whose direction the services is to be provided (see scope of work).

This will be undertaken in relation to:

- 1) Professional profile: general experience (total duration of professional activity), level of education and training and positions held which have a bearing on the required service.
- 2) Experience in relation to the required services

A CV of the Principal Consultant of **not** more than must be attached to this schedule. Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - 3 Name of current employer and position in enterprise
 - 4 Overview of post graduate experience (year, organization and position / responsibilities)
 - 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of that has been undertaken including the level of responsibility
 - 6 Professional activities which have a bearing on the service

Certificates / suitable proof of membership must be attached to this schedule

The scoring will be as follows:

Rating / score	General experience and qualifications in relation to the service	Adequacy for the service
0	Tenderer has submitted insufficient information to score the schedule	
Fair (score 10)	Key person has reasonable levels of general experience (5 years' or less experience in tendered category of works) = 5 points	Key person has reasonable levels of project specific education, training and experience that are pertinent to the scope of work (diploma in relevant field to the category tendered) = 5 points
Good (score 20)	Key person has extensive levels of general experience (6 - 10 years' or less experience in tendered category of works) = 10 points	Key persons has extensive levels of project specific education, training and experience that are pertinent to the scope of work (degree in relevant field to the category tendered) = 10 points
Very good (score 30)	Key person has outstanding levels of general experience (11 - 15 years' or less experience in tendered category of works) = 15 points	Key person has outstanding levels of project specific education, training and experience that are pertinent to the scope of work (Honours or post graduate degree in relevant field to the category tendered) = 15 points

Evaluation Schedule 2.1: Experience of Principal Consultant (Project No. 2 ELECTRICAL)

(if this person is changed during course of the contract, the bidder will have to make suitable replacement with equal or superior qualified person)

The experience of the Principal Consultant (Key person whose name is stated as such in Part 2 of the Contract Data) will be evaluated i.e. the person who will provide the services or under whose direction the services is to be provided (see scope of work).

This will be undertaken in relation to:

- (1) Professional profile: general experience (total duration of professional activity), level of education and training and positions held which have a bearing on the required service.
- (2) Experience in relation to the required services

A CV of the Principal Consultant of **not** more than must be attached to this schedule. Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - 3 Name of current employer and position in enterprise
 - 4 Overview of post graduate experience (year, organization and position / responsibilities)
 - 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of that has been undertaken including the level of responsibility
 - 6 Professional activities which have a bearing on the service

Certificates / suitable proof of membership must be attached to this schedule

The scoring will be as follows:

Rating / score	General experience and qualifications in	Adequacy for the service
0	Tenderer has submitted insufficient information to score the schedule	
Fair (score 10)	Key person has reasonable levels of general experience (5 years' or less experience in tendered category of works) 5 points	Key person has reasonable levels of project specific education, training and experience that are pertinent to the scope of work (diploma in relevant field to the category tendered) 5 points
Good (score 20)	Key person has extensive levels of general experience (6 - 10 years' or less experience in tendered category of works) 10 points	Key persons has extensive levels of project specific education, training and experience that are pertinent to the scope of work (degree in relevant field to the category tendered) 10 points
Very good (score 30)	Key person has outstanding levels of general experience (11 - 15 years' or less experience in tendered category of works) 15 points	Key person has outstanding levels of project specific education, training and experience that are pertinent to the scope of work (Honours or post graduate degree in relevant field to the category tendered) 15 points

Evaluation Schedule 2.1: Experience of Principal Consultant (Project No. 3 QUANTITY SURVEYING)

(if this person is changed during course of the contract, the bidder will have to make suitable replacement with equal or superior qualified person)

The experience of the Principal Consultant (Key person whose name is stated as such in Part 2 of the Contract Data) will be evaluated i.e. the person who will provide the services or under whose direction the services is to be provided (see scope of work).

This will be undertaken in relation to:

- 1) Professional profile: general experience (total duration of professional activity), level of education and training and positions held which have a bearing on the required service.
- 2) Experience in relation to the required services

A CV of the Principal Consultant of **not** more than must be attached to this schedule. Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - 3 Name of current employer and position in enterprise
 - 4 Overview of post graduate experience (year, organization and position / responsibilities)
 - 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of that has been undertaken including the level of responsibility
 - 6 Professional activities which have a bearing on the service

Certificates / suitable proof of membership must be attached to this schedule

The scoring will be as follows:

Rating / score	General experience and qualifications in relation to the service	Adequacy for the service
0	Tenderer has submitted insufficient information to score the schedule	
Fair (score 10)	Key person has reasonable levels of general experience (5 years' or less experience in tendered category of works) 5 points	Key person has reasonable levels of project specific education, training and experience that are pertinent to the scope of work (diploma in relevant field to the category tendered) 5 points
Good (score 20)	Key person has extensive levels of general experience (6 - 10 years' or less experience in tendered category of works) 10 points	Key persons has extensive levels of project specific education, training and experience that are pertinent to the scope of work (degree in relevant field to the category tendered) 10 points
Very good (score 30)	Key person has outstanding levels of general experience (11 - 15 years' or less experience in tendered category of works) 15 points	Key person has outstanding levels of project specific education, training and experience that are pertinent to the scope of work (Honours or post graduate degree in relevant field to the category tendered) 15 points

Evaluation Schedule 2.1: Experience of Principal Consultant (Project No. 4 ARCHITECTURAL)

(if this person is changed during course of the contract, the bidder will have to make suitable replacement with equal or superior qualified person)

The experience of the Principal Consultant (Key person whose name is stated as such in Part 2 of the Contract Data) will be evaluated i.e. the person who will provide the services or under whose direction the services is to be provided (see scope of work).

This will be undertaken in relation to:

- 1) Professional profile: general experience (total duration of professional activity), level of education and training and positions held which have a bearing on the required service.
- 2) Experience in relation to the required services

A CV of the Principal Consultant of **not** more than must be attached to this schedule. Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - 3 Name of current employer and position in enterprise
 - 4 Overview of post graduate experience (year, organization and position / responsibilities)
 - 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of that has been undertaken including the level of responsibility
 - 6 Professional activities which have a bearing on the service

Certificates / suitable proof of membership must be attached to this schedule

The scoring will be as follows:

Rating / score	General experience and qualifications in relation to the service	Adequacy for the service
0	Tenderer has submitted insufficient information to score the schedule	
Fair (score 10)	Key person has reasonable levels of general experience (5 years' or less experience in tendered category of works) 5 points	Key person has reasonable levels of project specific education, training and experience that are pertinent to the scope of work (diploma in relevant field to the category tendered) 5 points
Good (score 20)	Key person has extensive levels of general experience (6 - 10 years' or less experience in tendered category of works) 10 points	Key persons has extensive levels of project specific education, training and experience that are pertinent to the scope of work (degree in relevant field to the category tendered) 10 points
Very good (score 30)	Key person has outstanding levels of general experience (11 - 15 years' or less experience in tendered category of works) 15 points	Key person has outstanding levels of project specific education, training and experience that are pertinent to the scope of work (Honours or post graduate degree in relevant field to the category tendered) 15 points

Evaluation Schedule 2.1: Experience of Principal Consultant (Project No. 5 LAND SURVEYING)

(if this person is changed during course of the contract, the bidder will have to make suitable replacement with equal or superior qualified person)

The experience of the Principal Consultant (Key person whose name is stated as such in Part 2 of the Contract Data) will be evaluated i.e. the person who will provide the services or under whose direction the services is to be provided (see scope of work).

This will be undertaken in relation to:

- 1) Professional profile: general experience (total duration of professional activity), level of education and training and positions held which have a bearing on the required service.
- 2) Experience in relation to the required services

A CV of the Principal Consultant of **not** more than must be attached to this schedule. Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - 3 Name of current employer and position in enterprise
 - 4 Overview of post graduate experience (year, organization and position / responsibilities)
 - 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of that has been undertaken including the level of responsibility
 - 6 Professional activities which have a bearing on the service

Certificates / suitable proof of membership must be attached to this schedule

The scoring will be as follows:

Rating / score	General experience and qualifications in relation to the service	Adequacy for the service
0	Tenderer has submitted insufficient information to score the schedule	
Fair (score 10)	Key person has reasonable levels of general experience (5 years' or less experience in tendered category of works) 5 points	Key person has reasonable levels of project specific education, training and experience that are pertinent to the scope of work (diploma in relevant field to the category tendered) 5 points
Good (score 20)	Key person has extensive levels of general experience (6 - 10 years' or less experience in tendered category of works) 10 points	Key persons has extensive levels of project specific education, training and experience that are pertinent to the scope of work (degree in relevant field to the category tendered) 10 points
Very good (score 30)	Key person has outstanding levels of general experience (11 - 15 years' or less experience in tendered category of works) 15 points	Key person has outstanding levels of project specific education, training and experience that are pertinent to the scope of work (Honours or post graduate degree in relevant field to the category tendered) 15 points

Schedule 2.2: Experience of Support team (A project organogram me and CV's of team must be provided and clearly mark: Civil or Electrical or Quantity Surveying or Architectural or Land Surveying or Geotechnical)

The experience of the support team will be evaluated. This will be undertaken in relation to:

- 1) Professional profile: general experience (total duration of professional activity), level of education and training and positions held which have a bearing on the required service.
- 2) Experience in relation to the required services

A CV's and qualifications of the support team must be attached to this schedule. Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - 3 Name of current employer and position in enterprise
 - 4 Overview of post graduate experience (year, organization and position / responsibilities)
 - 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of that has been undertaken including the level of responsibility
 - 6 Professional activities which have a bearing on the service

Certificates / suitable proof of membership must be attached to this schedule

The scoring will be as follows:

Rating / score	General experience and qualifications in relation to the service	Adequacy for the service
0	Tenderer has submitted insufficient information to score the schedule	
Fair (score 10)	The support team has reasonable levels of general experience Combined support team experience: 10 years or less = 5 points	The support team has reasonable levels of project specific education, training and experience that are pertinent to the scope of work At least one more team member registered with a statutory body as reflected in point 2 of eligibility criteria = 5 points
Good (score 20)	The support team has reasonable levels of general experience Combined support team experience: 15 years = 10 points	The support team has reasonable levels of project specific education, training and experience that are pertinent to the scope of work At least two more team members registered with a statutory body as reflected in point 2 of eligibility criteria = 10 points
Very good (score 30)	The support team has reasonable levels of general experience Combined support team experience: 20 years and above = 15 points	The support team has reasonable levels of project specific education, training and experience that are pertinent to the scope of work At least one more team members registered with a statutory body as reflected in point 2 of eligibility criteria = 15 points

Evaluation Schedule 3: Value add by tenderer

The value added by the tenderer in delivering the service will be evaluated i.e. the answer to the question as to why the Employer will derive better value for money by contracting with the tenderer rather than with any other tenderer.

Examples of value add include:

- internal quality control systems
- previous or current work related to the required service
- local knowledge
- office in the vicinity where the works are required
- depth of in-house expertise in the design and implementation of surfaced roads apart from that residing in the Principal Consultant
- approach to the provision of the required service
- software packages, proprietary products, etc

The tenderer must briefly outline the value add offered in not more than four pages and attach this to this page. The tenderer should also state what value add other staff members will provide to the service.

The approach paper must respond to the scope of work, the nature of the contract, the required resources and outline the proposed approach /methodology including that relating to the programming and management of key processes. The approach paper as such needs to:

- Outline the proposed methodology and systems which will be employed.
- Articulate what value add the tenderer will provide in achieving the stated and implied objectives for the project including the secondary (developmental) objectives.

The tenderer should as such explain his / her understanding of the objectives of the project, highlight the issues of importance and explain the strategic approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a high level quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The approach paper will be evaluated in relation to the scope of work from the approach to delivering projects. The approach paper should not be longer than 05 pages.

The scoring of the tenderer's value added will be as follows:

Score	Delivering projects as the main contractor
Score 0	Tenderer has submitted insufficient information to score the schedule
Poor (score 05)	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Fair (score 10)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.
Good (score 15)	The quality plan, manner in which risk is to be managed etc is generic.
Very good (score 20)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.

Tender Assessment Schedule (NEC3 PSC)

This schedule is for information only and does not need to be completed. The evaluators will apply this schedule to arrive at a comparative offer in the evaluation of tenders

WARNING: Tenderers who tender different pricing parameters (i.e. alternative offers) may compromise their competitive position e.g. by tendering Rands per hour where a rate in cents per hour / R100 of total annual cost of employment is required.

The parameters tendered in the Contract Data by the *Consultant* are to be reduced to a common base for comparative purposes as follows:

1) Average time charge / hour for tender comparative purposes only

$$= f_1 \times A + f_2 \times B \times TAC / 100 / 100$$

where:

- f_1 is a weighting factors with a value of 0,5
- f_2 is a weighting factor with a value of 0,5
- A is the tendered Rate / hour for key consultant or director, member or partner tendered in C2.2 Staff rates
- B is the tendered cents per hour / R100 of total annual cost of employment for professional and technical staff tendered in C2.2 Staff rates
- TAC is the average total annual cost of employment with a value of R 400 000 which is assumed only for comparative purposes

$$= 0,5 \times A + 0,5 \times B \times 400\,000 / 100 / 100$$

$$= 0,5 \times \dots + 0,5 \times \dots \times 400\,000 / 100 / 100$$

$$= \text{R} \dots \dots \dots / \text{hour} \text{ ①}$$

Assuming that 1 000 hours of work are based on Time Charges, the cost of such work will be:

$$= 1\,000 \times \text{①}$$

$$= 1\,000 \times \dots$$

$$= \dots \dots \dots \text{ ②}$$

2) Time charge on a monthly basis:

$$= C \times TAC / 12 \times n$$

Where C is the tendered factor for professional and technical staff tendered in C2.2 Staff rates
TAC is the average total annual cost of employment with a value of R 400 000 which is assumed only for comparative purposes
n is the number of months

Assuming that 12 months of work are based on Time Charges on a monthly basis, the cost of such work will be:

$$= \dots \times 400\,000 / 12 \times 12$$

③

Tender Part T2: Returnable documents



Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). Amendments issue since June 2005 may be downloaded from www.neccontract.com/useful_downloads/NEC_Amendments_June_2006.asp. Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

Part one - Data provided by the Employer

1	General
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The *conditions of contract* are the core clauses and the clauses for main Option:
G: Term contract

dispute resolution Option W1: Dispute resolution procedure
 and secondary Options

- X1: Price adjustment for inflation
- X2 Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- Z: *Additional conditions of contract*

of the NEC3 Professional Services Contract June 2005 (with amendments June 2006)

10.1 The *Employer* is the Elundini Local Municipality:

Address: No 1 Sellar Street, Maclear, 5480
 Tel No. 045 932 8216
 Fax No. 055 932 1094
 Email: sisekos@elundini.gov.za

11.2(9) The *services* are for the provision of a range of professional services relating to the implementation of SIPDM which are required within the Elundini municipal area over a 3 year framework contract term on an as and when required basis without any commitment to a quantum of work.

11.2(11) The Scope is in the document called Part 3: Scope of Work

12.2	The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The language of this contract is English	
13.3	The period for reply is two weeks	
13.6	The period for retention is 5 years following Completion or earlier termination.	
2	The Parties' main responsibilities	
25.2	The Employer provides access to persons, places and things as stated in the Task Order	
3	Time	
31.2	The starting date is the date of the acceptance of the appointment letter	
11.2(3)	The completion date for the whole of the services _____ DD _____ MM _____ (lapse of 2 year term)	
11.2(6)	The Key Dates and the conditions to be met are as stated in the Task Order:	
31.1	The Consultant is to submit a first programme for acceptance within the time stated in the Task Order.	
32.2	The Consultant submits revised programmes at intervals no longer than the period stated in the Task Order.	
4	Quality	
40.2	The quality policy statement and quality plan are provided within the time stated in the Task Order.	
41.1	The defects date is 52 weeks after Completion of a Task for the services associated with such a Task	
5	Payment	
50.1	The assessment interval is monthly.	
50.3	The expenses stated by the Employer are	Item • vehicle travel within the Elundini municipal area to perform the services in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.z a/consultants Amount market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.z a/consultants
51.2	• printing or reproduction of documents other than general correspondence and minor reports issued to the Employer or, where instructed by the Employer, to Others • covers and binding of documents other than general correspondence and minor reports issued to the Employer or, where instructed by the Employer, to Others • presentation materials required by the Employer • specialist studies and tests where instructed by the Employer cost plus 7,5%	The currency of this contract is the South African Rand.

51.5	The <i>interest rate</i> is the Prime lending rate of the Employer's Bank	
6	Compensation events	No data required for this section of the <i>conditions of contract</i> .
7	Rights to material	No data required for this section of the <i>conditions of contract</i> .
8	Indemnity, insurance and liability	No data required for this section of the <i>conditions of contract</i> .
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are	
	Event	Cover
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i> death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i> death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract Act No. 130 of 1993 as amended and whatever the <i>Consultant</i> deems desirable in addition	R 3 million in respect of each claim, without limit R 3 million in respect of each claim, without limit to the number of claims For as long as the <i>Consultant</i> remains in business Completion of the whole of the services or earlier termination Period following
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount of the insurance cover which this contract requires	
9	Termination	No data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
6	Term contract	
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than 5 weeks.	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).	
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).	
W1.4(2)	The <i>tribunal</i> is arbitration	

W1.4(5)	The <i>arbitration procedure</i> is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa)	
	The place where arbitration is to be held is Maclear	
	The person or organisation who will choose an arbitrator	
	• if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator,	
	is the Chairman of the Association of Arbitrators (Southern Africa)	
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>index</i> is the index published in "Consumer Price Index: index numbers and year on year rates" as published in the Statistical News Release, P0141 Table B of Statistics South Africa..	
	The staff rates are:	
	• fixed at the Contract Date and are not variable with changes in salary are those that are based on a rate per hour. • variable with changes in salary paid to individuals are those derived from the total annual cost of employment.	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are as stated in the Task Order	
X10	The Employer's Agent	
X10.1	The Employer's Agent is as stated in the Task Order	
Z	Additional conditions of contract	
	The authority of the Employer's Agent is to carry out all actions of the Employer in this contract with respect to all matters except those required by clauses 51.1, 55.1, 81.1, 90 and 92.	
Z1	Tax invoices	
	The Consultant's invoice.	
	Delete the first sentence of core clause 50.2 and replace with:	
	Invoices submitted by the Consultant to the Employer include	
	• the details stated in the Scope to show how the amount due has been assessed, and • the details required by the Employer for a valid tax invoice.	
	Delete the first sentence of core clause 51.1 and replace by:	
	Each payment is made by the Employer within three weeks of receiving the Consultant's invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.	

Contract

Part C1: Agreements and Contract Data

7

C1.2

Contract Data: Part 1

Z2 Selection and appointment of the Adjudicator

A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator*. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract, June 2005.

Z3 Vendor registration

The *Consultant* registers on the Elundini Procurement Database by completing the relevant Vendor Registration Form and providing all the required information.

One hundred percent of the Prices for Services Provided to Date is retained in assessments of the amount due until the *Consultant* has registered on the Elundini Procurement Database.

Z4 Alternative basis for assessing compensation events relating to professional services

If the *Employer* and the *Consultant* agree, assessments for changed Prices for compensation events relating to civil engineering services may be based on a percentage of the construction cost determined in accordance with the provisions of the *Elundini Framework for the determination of professional fees for consulting services* (see Annexure 2) where:

$F_{PO} =$ tendered professional and technical staff rate expressed in cents / R 100 or part thereof of total cost of employment as stated in the C2.2 Pricing Data / 16

$F_{CON} =$ tendered adjustment factor to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering services, level of expenses that are not recoverable etc. as stated in C2.3 of the Pricing Data

The fees based on a percentage of the project cost includes the travelling time and travel costs associated with the provision of the service, except for travel outside of the Elundini municipal area authorised by the *Employer*.

The total fee for each stage required in terms of the scope of work in Rands, determined in accordance with the provisions of the *Elundini Framework for the determination of professional fees for consulting services*, is entered as a lump sum amount in the Task Order. Such amounts may be further broken down should the *Consultant* so require.

Z5 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).



Part C1.2 Contract Data

The *Consultant* is advised to read the NEC3 Professional Service (Third edition of April 2013) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from the Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

Part One - Data provided by the Employer

General

The conditions of contract are the core clauses and the clauses for main Option:
G: Term contract
 dispute resolution Option W1: Dispute resolution procedure
 and secondary Options
X1: Price adjustment for inflation
X2: Changes in the law
X9: Transfer of rights
X10: Employer's Agent
Z: Additional conditions of contract
 of the NEC3 Professional Services Contract

Clause Statement

10.1 The Employer is Elundini LM:

Address

Tel No.

Fax No.

Email:

11.2(9)

The services are strategic and technical support services, within the service area identified in the schedule of deviations in the form of offer and acceptance, anywhere in South Africa, to facilitate the implementation of government's Infrastructure Delivery Management System the over a three-year term without any commitment to a quantum of work.

Qualifications: CV to be provided in tender
Experience: CV to be provided in tender

11.2(13)	The staff rates are as stated in the Pricing Data:
50.3	The expenses stated by the Consultant are none
G	Term contract
11.2(25)	The task schedule is in the Pricing Data



C2: Pricing Data

C2.1 Pricing assumptions (Option G)

C.2.1.1 General

C.2.1.1.1 The Consultant is paid under Option G (Term Contract) i.e. on a combination of Time Charges (sum of the products for each of the staff rate multiplied by the time appropriate to that rate properly spent on work in the contract) and a proportion of the lump sum price for each item on the Task Schedule (see Annexure 1) in proportion to the work completed on that item.

C.2.1.1.2 Expenses as provided for in the contract are paid in addition to the total of the Time Charges and lump sum prices.

C.2.1.1.3 There is no adjustment to the lump sums for items in the Task Schedule if the amount, or quantity, of work within that activity later turns out to be different to that which the Consultant estimated at the time that the Task Schedule was accepted by the Employer. The only basis for a change to the lump sum prices is as a result of a compensation event (See Clause 60.1).

C.2.1.2 Staff rates

C.2.1.2.1 The staff rates are the prices charged for staff including:

- a) all the costs to the Consultant including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;
- b) the time and costs expended in travelling to and from a site, meetings or any other activity associated with the provision of the service;
- c) non-recoverable expenses;
- d) all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the services; and
- e) profit.

C.2.1.2.2 The total annual cost of employment is the total amount borne by the consultant in respect of the employment of a staff member per year comprising basic salary and fringe benefits not reflected in the basic salary, including:

- a) normal annual bonus;
- b) consultant's contribution to medical aid, unemployment insurance fund, pension or provident fund;
- c) group life insurance premiums borne by the consultant; and
- d) all other benefits or allowances payable in terms of a letter of appointment excluding any share of

profit and payment for overtime.

C.2.1.2.3 The staff rates for staff whose hourly or monthly rate is based on the total annual cost of employment shall not exceed the staff rate for category A.

C.2.1.2.4 All staff that are deployed on a full time basis shall be remunerated in terms of staff rate C.

C.2.1.2.5 The rate per month shall include all leave taken in accordance with the letter of appointment and non-working days.

C.2.1.2.6 Site allowances for construction monitoring staff should be included in the total annual cost of employment if stated in the letter of appointment.

C.2.1.2.7 The staff rates exclude VAT.

C.2.1.3 Expenses

C.2.1.3.1 The expenses that may be paid to the Consultant are as stated in the Contract Data. All other cost to the Consultant associated with Providing the Services is included within the staff rates.

C.2.2 Staff rates

The staff rates are:

Category	Description	Basis of staff rate, excluding VAT	Tendered parameter
Electrical Engineering	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
Civil Engineering	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
Architectural	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
Quantity Surveyor	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R

If a multiplier of 2,64 is applied to a total annual cost of employment of R 400 000 per annum where the available hours in a year are 1760, the hourly rate = 400 000 x 2,64 / 1760 = R600

- b) the time available in a year after weekends and public holidays and allowances for leave and sick leave are taken into account.
- staff utilization rates;
 - the cost of employment of non-fee earning staff (i.e. administrative staff); and
 - company overheads which may include communication costs, office accommodation costs, transport not directly covered by projects, consumables, audit, bank and finance charges, insurance, marketing, office equipment, training and development, non-recoverable expenses, head office expenses etc. ; and
 - mark up for profit; and
- a) the total annual cost of employment multiplied by a staff multiplier which takes into account factors such as:

NOTE

The hourly rate for category B is based:

$$15 / 100 \times 400\,000 / 100 = R600 \text{ per hour}$$

Assuming that a rate of **15 cents** per hour for every R 100 total annual cost of employment is tendered and the total annual cost of employment is R 400 000 per annum, the calculated hourly rate will be as follows:

EXAMPLE: The hourly rate that is calculated for category B is as follows:

Land Surveying	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
Geotechnical	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
	• Key person's support staff	Rate per hour in Rand based on cents per hour for every R100 total annual cost of employment	 cents
	• FACTOR	Rate per month based on total annual cost of employment divided by 12 multiplied by a factor where payment is made for leave and non-working days	factor =



The Consultant is advised to read the NEC3 Professional Service (Third edition of April 2013) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from the Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

Part One - Data provided by the Employer

General

The conditions of contract are the core clauses and the clauses for main Option:
G: Term contract
 and secondary Options
 dispute resolution Option W1: Dispute resolution procedure
X1: Price adjustment for inflation
X2: Changes in the law
X9: Transfer of rights
X10: Employer's Agent
Z: Additional conditions of contract
 of the NEC3 Professional Services Contract

Clause Statement

10.1 The Employer is Elundini LM:

Address

Tel No.

Fax No.

Email:

11.2(9)

The services are strategic and technical support services, within the service area identified in the schedule of deviations in the form of offer and acceptance, anywhere in South Africa, to facilitate the implementation of government's Infrastructure Delivery Management System the over a three-year term without any commitment to a quantum of work.

The expenses stated by the Employer are

The expenses stated by the Employer are

Item
The expenses stated by the Employer are
Amount
market related cost or in accordance with
Rates for Reimbursable expenses publish
www.publicworks.gov.za/consultants

☐ printing or reproduction of documents issued to the Employer or, where instructed by the Employer, to Others, other than general correspondence and minor reports

☐ covers and binding of documents issued to the Employer or, where instructed by the Employer, to Others other than general correspondence and minor reports

☐ maps, models and presentation materials required by the Employer

cost

☐ airfares, taxi, hired car, parking charges and toll fees for travel to perform the services where authorised by the Employer

☐ accommodation where the services necessitates that staff need to stay overnight to perform the services where authorised by the Employer

☐ vehicle travel for km travelled in excess of 50 km from the home base to perform the services in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants

☐ subsistence allowance where the services necessitates that staff need to stay overnight away from the home base in order to provide the services

Data for Option W1 W1.1	The Adjudicator is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), W1.2(3) The adjudicator nominating body is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), W1.4(2) The tribunal is reference to a South African Court of Law	12	Data for secondary Option clauses Contract 7 C1.2	Part C1: Agreements and Contract Data: Part 1	X1	Price adjustment for inflation	X1.1	The index is the index published in "Consumer Price Index: index numbers and year on year rates" as published in the Statistical News Release, P0141 Table B of Statistics South Africa. The staff rates are ☐ fixed at the Contract Date and are not variable with changes in salary are those that are based on a rate per hour. ☐ variable with changes in salary paid to individuals are those derived from the total annual cost of employment.	X2	Changes in the law The law of the project is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	X5	Sectional Completion	X10	The Employer's Agent	X10.1	The Employer's Agent is as stated in the Task Order The authority of the Employer's Agent is to carry out all actions of the Employer in this contract with respect to all matters except those required by clauses 51.1, 55.1, 81.1, 90 and 92.	Z	Additional conditions of contract The additional conditions of contract are	Z1	Tax invoices The Consultant's invoice. Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the Consultant to the Employer include ☐ the details stated in the Scope to show how the amount due has been assessed, and ☐ the details required by the Employer for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by: Each payment is made by the Employer within three weeks of receiving the Consultant's invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
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Z2 Selection and appointment of the Adjudicator
Add the following paragraph to clause W.1.2(1)
Within 2 weeks after declaring a dispute and if the Adjudicator was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator for the Contract. The Parties appoint the selected Adjudicator under the NEC3 Adjudicator's Contract, April 2013.

Z3 Acts or omissions by mandatories
In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the Consultant hereby agrees that the Employer is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Consultant and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Employer and the Consultant contemplated in section 37(2).

Z4 Expenses
If the Parties agree, estimates of *expenses* may be included in the lump sum prices in the Task Schedule which are assessed as compensation events.

Z5 Contract Date
In these *conditions of contract* each reference to the Contract Date is the date when the Task Order came into existence.

Z6 Price adjustment for inflation
Notwithstanding the provisions of X1

(1) The provisions of X1.4 and X1.5 do not apply.

(2) The Consultant calculates the *staff rates* at the Contract Date for all rates which are fixed and are not variable with changes in salary paid to individuals, by multiplying the *staff rates* contained in the Pricing Data by $1 + (L - B) / B$, where B is the last value of the *index* published before the *starting date* and L is the last published value of the *index* published before the Contract Date.

Z7 Confining the services to one or more provinces
Notwithstanding the provisions of 11.2(9), the Consultant shall only Provide the Services in the provinces identified in the Schedule of Deviations.



Part C1.2 Contract Data

The *Consultant* is advised to read the NEC3 Professional Service (Third edition of April 2013) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from the Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

Part two - Data provided by the *Consultant*

Clause	Statement
10.1	The <i>Consultant</i> is (Name):
	Address
	Tel No.
	Fax No.
	Email:
22.1	The <i>Consultant's</i> key persons are:

- | | | |
|---|-------|--------------------------|
| 1 | Name: | Field of specialisation: |
| 2 | Name: | Field of specialisation: |
| 3 | Name: | Field of specialisation: |
| 4 | Name: | Field of specialisation: |
| 5 | Name: | Field of specialisation: |
| 6 | Name: | Field of specialisation: |

Responsibilities: provide the service or provide active and personal direction, control and supervision of the service that is provided within the service area identified in the schedule of deviations to the form of offer and acceptance

Qualifications: CV to be provided in tender
Experience: CV to be provided in tender

11.2(13)	The staff rates are as stated in the Pricing Data:
50.3	The expenses stated by the Consultant are none
11.2(25)	G Term contract The task schedule is in the Pricing Data



C2: Pricing Data

C2.1 Pricing assumptions (Option G)

C2.1.1 General

C2.1.1.1 The *Consultant* is paid under Option G (Term Contract) i.e. on a combination of Time Charges (sum of the products for each of the *staff rate* multiplied by the time appropriate to that *rate* properly spent on work in the contract) and a proportion of the lump sum price for each item on the Task Schedule (see Annexure 1) in proportion to the work completed on that item.

C2.1.1.2 *Expenses* as provided for in the contract are paid in addition to the total of the Time Charges and lump sum prices.

C2.1.1.3 There is no adjustment to the lump sums for items in the Task Schedule if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at the time that the Task Schedule was accepted by the *Employer*. The only basis for a change to the lump sum prices is as a result of a compensation event (See Clause 60.1).

C2.1.2 Staff rates

C2.1.2.1 The *staff rates* are the prices charged for staff including:

- a) all the costs to the Consultant including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;
- b) the time and costs expended in travelling to and from a site, meetings or any other activity associated with the provision of the service;
- c) non-recoverable expenses;
- d) all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the services; and
- e) profit.

C2.1.2.2 The total annual cost of employment is the total amount borne by the consultant in respect of the employment of a staff member per year comprising basic salary and fringe benefits not reflected in the basic salary, including:

- a) normal annual bonus;
- b) consultant's contribution to medical aid, unemployment insurance fund, pension or provident fund;
- c) group life insurance premiums borne by the consultant; and
- d) all other benefits or allowances payable in terms of a letter of appointment excluding any share of

profit and payment for overtime.

C.2.1.2.3 The *staff rates* for staff whose hourly or monthly rate is based on the total annual cost of employment shall not exceed the *staff rate* for category A.

C.2.1.2.4 All staff that are deployed on a full time basis shall be remunerated in terms of *staff rate C*.

C.2.1.2.5 The rate per month shall include all leave taken in accordance with the letter of appointment and non-working days.

C.2.1.2.6 Site allowances for construction monitoring staff should be included in the total annual cost of employment if stated in the letter of appointment.

C.2.1.2.7 The staff rates exclude VAT.

C.2.1.3 Expenses

C.2.1.3.1 The *expenses* that may be paid to the *Consultant* are as stated in the Contract Data. All other cost to the Consultant associated with Providing the Services is included within the staff rates.

C.2.2 Staff rates

The staff rates are:

Category	Description	Basis of staff rate, excluding VAT	Tendered parameter
Electrical Engineering	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
Civil Engineering	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
Architectural	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
Quantity Surveyor	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R

If a multiplier of 2,64 is applied to a total annual cost of employment of R 400 000 per annum where the available hours in a year are 1760, the hourly rate = $400\,000 \times 2,64 / 1760 = R600$

- b) the time available in a year after weekends and public holidays and allowances for leave and sick leave are taken into account.
- staff utilization rates;
 - the cost of employment of non-fee earning staff (i.e. administrative staff); and
 - company overheads which may include communication costs, office accommodation costs, transport not directly covered by projects, consumables, audit, bank and finance charges, insurance, marketing, office equipment, training and development, non-recoverable expenses, head office expenses etc. ; and
 - mark up for profit; and
- a) the total annual cost of employment multiplied by a staff multiplier which takes into account factors such as:

NOTE

The hourly rate for category B is based:

$$15 / 100 \times 400\,000 / 100 = R600 \text{ per hour}$$

Assuming that a rate of **15 cents** per hour for every R 100 total annual cost of employment is tendered and the total annual cost of employment is R 400 000 per annum, the calculated hourly rate will be as follows:

EXAMPLE: The hourly rate that is calculated for category B is as follows:

Land Surveying	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
Geotechnical	Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the services	Rate per hour in Rand	R
	• Key person's support staff	Rate per hour in Rand based on cents per hour for every R100 total annual cost of employment	 cents
	• FACTOR	Rate per month based on total annual cost of employment divided by 12 multiplied by a factor where payment is made for leave and non-working days	factor =

Example: The monthly rate that is calculated for category C is as follows:

Assuming that a factor of 1.8 is tendered and the total annual cost of employment is R 400 000 per annum, the calculated monthly rate will be as follows:

$$1.8 \times 400\,000 / 12 = \text{R } 60\,000 \text{ per month}$$

C2.3 Adjustment factor

Adjustment factor	Description	Tendered value (a number)
F _{CON}	An adjustment factor (F _{CON}) (see <i>Elundini Framework for the determination of professional fees for consulting services</i>) (see Annexure 2) used in the calculation of the fee percentage for civil engineering services to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering services, level of expenses that are not recoverable, alignment of services with scope of work etc	

NOTE Refer to clause Z4 in the Part 1 of the Contract Data and the *Elundini Framework for the determination of professional fees for consulting services* to understand how the adjustment factor is applied

2.4 Specific

- The Service Provider is required to provide all required personnel, materials, equipment and plant required for Professional Services relating to the development of Municipal Infrastructure Projects and associated works as instructed through a Package Order within the Elundini Local Municipality
- The Service Provider will furthermore be required to at up-to 30% of the Works with local businesses to develop them over the framework period to enable them to rise their CIDB grading.
- Each Package Order will specify its own Works Information with the necessary details applicable for the construction of that Work Package. This will include but not be limited to reporting, invoicing, technical details, drawings, location, Site Information as well as people employment requirements.

Provision of multi-disciplinary professional services

Scope of work

The scope of works has been adopted from Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000), Board Notice 22 of 2021

3. GUIDELINE SCOPE OF SERVICES

3.1 Planning, studies, investigations and assessments These typical services relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.

1. Consultation with the client or client's authorised representative.
2. Inspection of the project site.
3. Developing and defining the scope of work where required.
4. Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility.
5. Assessment of existing infrastructural elements with the view of informing the project on options of how to integrate existing works with proposed new works.
6. Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
7. Advice to the client as to regulatory and statutory requirements, including environmental management and the need for surveys, analysis, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client's expense.
8. Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.
9. Investigating financial and economic implications relating to the proposals or feasibility studies.
10. Clause (9) does not normally apply to civil and structural services or on building projects, where these services are provided by a quantity surveyor, except as far as the interpretation of cost figures concerning the engineer's scope of works.

11. Assist the client to develop timeframes for next stages of the project where required.

Deliverables will typically include:

- collation of information
- reports on technical and financial feasibility and related implications
- list of consents and approval
- schedule of required surveys, tests, analyses, site and other investigations
- time frames for upcoming deliverables.

3.2 Normal Service These services are applicable to projects where the nature, form and function of the project have been defined through previous investigations and reports and the engineering services are required to take the project through to successful completion of construction. In the case where only a single consulting engineer is appointed on a project, the services and deliverables of the principal agent are included as normal and must be agreed between the parties to see the project through all stages.

3.2.1 Stage 1 – Inception

3.2.2 Stage 2 – Concept and Viability (often called preliminary design)

3.2.3 Stage 3 – Design Development (also termed Detail Design)

3.2.4 Stage 4 – Documentation and Procurement

1. CONDITIONS OF APPOINTMENT

The company shall be an entity whose core business is General Building construction that is registered with the relevant statutory body for General Building construction works grading (CIBB). The Project Leader of the company should hold a General Building Qualification and its facilitators should have relevant experience.

2. SCOPE OF WORK

- Provision of multi-disciplinary professional services

Kindly note that the payment will be as per work done and the percentages are accumulative.

Stage 2 Evaluation

80/20 Price= 80 points B-BBEE= 20 Points Submit an original or certified copy of B-BBEE certificate to claim preferential points.

3. REQUIREMENTS

- Certificates for professional qualifications and registration certificates with professional bodies, if any.
- Company profile.
- References as indicated in the criteria.

4. OUT-CLAUSE

- The Municipality reserves the right not to appoint if suitable candidates are not found at the complete discretion of the municipality.
- The municipality reserves the right to terminate the contract in the event that there is clear evidence of non-performance.

5 Requirements

5.1 The Consultant shall in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

5.2 The *key person* shall be intimately involved in the provision of the services and any interactions which may be required with statutory councils and authorities.

5.3 The Consultant shall provide the services in accordance with the relevant provisions of the Elundini Local Municipality's *Standard Scope of Professional Services associated with the delivery of a Package* (see Annexure 4).

5.4 No member of, or technical adviser or subject matter expert who participates in the work of the any of the procurement committees or a family member or associate of such a member, may tender for any work associated with the tender which is considered by these committees

6 Facilities and equipment to be provided by the Employer

No facilities or equipment are provided by the Employer.

6 Facilities and equipment to be provided by the Consultant

The Consultant shall provide all equipment and facilities required to provide the services.

7 Retention of Consultant's documents

All documents produced by the Consultant shall be retained in an electronic format that can be accessed and read by the Employer.

8 Rights to material

The Consultant may use material prepared by him under the contract for any purpose.

9 Invoices

Invoices submitted shall be a Tax invoice and contain the information required by the Employer.

10 Skills development requirements

10.1 General

The *Consultant* shall attain or exceed a Contract Skills Development Goal in the execution of an order by providing structured work experience opportunities for persons who are residents of the Elundini Municipality and the Joe Gqabi District Municipality at large and who are South Africans by birth, decent or naturalisation towards registration as an engineering professional registered in terms of the Engineering Profession Act of 2000.

10.2 Contract Skills Development Goal

A Contract Skills Development Goal is the number of hours of skills development opportunities that a *Consultant* contracts to provide in relation to work directly related to a Task Order up to Completion.

The *Consultant* attains or exceeds the Contract Skills Development Goal in the execution of an order by providing structured work experience opportunities for residents of the Elundini Municipality and the Joe Gqabi District Municipality at large and who are South Africans by birth, decent or naturalisation towards registration as an engineering professional registered in terms of the Engineering Profession Act of 2000.

10.3 Structured mentorship opportunities for candidates

Mentoring associated with structured work experience for candidates is in accordance with the prescripts of the Engineering Council of South Africa (ECSA).

The Consultant:

- a) appoints a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
- b) identifies a suitable mentor for the candidate, if such candidate does not have a mentor, who enters into a mentoring agreement with the candidate or the Consultant as required by the ECSA; and
- c) issues each candidate with a portfolio of evidence file which is kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training period reports;

The mentor provides and updates from time to time a workplace training plan for a candidate outlining the activities in which the candidate will be involved that includes activities required by ECSA. The mentor requires candidates to maintain a logbook issued by ECSA. The mentor signs off such logbook at quarterly presentations and progress review meetings.

The Consultant submits to the Employer's Agent, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the candidate's mentor and supervisor
- b) within three months of commencing work directly related to the contract or order:

- 1) proof of registration as a candidate with the relevant professional body or statutory council; and
- 2) a copy of the mentorship agreement entered into with the candidate or the company mentorship agreement entered into ECSA;
- c) within two weeks of updating a workplace training plan, the revised workplace training plan.
- d) a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

Candidates are required by the mentor to complete training reports required by ECSA whenever a substantial activity or training period has been completed.

The mentor and supervisor signs off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the Task Order ends for whatever reason prior to the candidate gaining sufficient experience for registration.

10.4 Granting and denial of credits

Credits towards the Contract Skills Development Goal are granted by summing the hours of opportunities provided. No more than 8 hours may be claimed for any 24 hour period for any individual. Credits towards the Contract Skills Development Goal is denied should:

- a) the opportunities not be directly linked to the Task Order;

- b) a mentorship plan for a candidate not be provided;
 - c) the training reports covering a period not be provided;
 - d) the required records, specified documents and signatures not be provided;
 - e) the structured mentorship is found not to be in accordance with the requirements of SACAP;
 - f) the *Consultant* does not maintain the required training records or an audit reveals that there is insufficient information to substantiate claims for credits; and
 - g) a candidate fails to present their credentials for assessment when they have, in the opinion of the mentor, sufficient structured work experience or structured mentorship to do so.
- 10.5 Records**
- The Consultant, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certifies the quantum and nature of the opportunity and submits the certificate, counter-certified by the relevant individual, to the Employer's Agent for record-keeping purposes.