



TDR 348/2022/2023
APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL
INFRASTRUCTURE AND BUILDING PROJECTS

CLOSING DATE: 23 JUNE 2023	CLOSING TIME: 12h00
NAME OF BIDDER*	
ADDRESS*	
TELEPHONE NUMBER*	
CELLPHONE NUMBER*	
E-MAIL ADDRESS*	
CENTRAL SUPPLIER DATABASE REGISTRATION NR*	
B-BBEE LEVEL OF CONTRIBUTION*	
LOCALITY (Municipal Area/Province where Business is Located) *	
CIDB REGISTRATION NR* (if applicable)	
TENDER AMOUNT (VAT included) *	Pages 68 - 79

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Mossel Bay Municipality
PO Box 25
Mossel Bay
6500

INDEX

SECTION 1		PAGE
1.1	INVITATION TO TENDER	3
1.2	TENDER CONDITIONS AND INFORMATION	5
1.3	GENERAL CONDITIONS OF CONTRACT	12
1.4	FUNCTIONALITY CRITERIA	29
SECTION 2		
2.1	SPECIFICATIONS	55
2.2	PRICING SCHEDULE	65
SECTION 3		
3.1	MBD1: BID FOR REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY	78
SECTION 4		
4.1	MBD4: DECLARATION OF INTEREST	81
4.2	MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	84
4.3	MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	85
4.4	MUNICIPAL RATES AND TAXES	89
4.5	AUTHORISED SIGNATORY	91
4.6	MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	93
4.7	MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	95
SECTION 5	DECLARATION	98
SECTION 6	CONTRACT FORM	99
	JOINT VENTURE AGREEMENT	101
SECTION 7	ANNEXURE A – CONSULTANT PERFORMANCE EVALUATION FORMS	104

SECTION 1.1: INVITATION TO TENDER

CLOSING TIME: 12:00

CLOSING DATE: 23 JUNE 2023

TDR348/2022/2023: APPOINTMENT OF A PANEL OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL INFRASTRUCTURE AND BUILDING PROJECTS

Tenders are hereby invited from Consulting Engineers to be appointed on a panel of engineers to provide Electrical, Mechanical, Structural & Civil Engineering, Environmental, Water & Sewage, Water and Sewerage treatment plant process Engineering, Project Management, Geotechnical, Transportation Engineering and Human Settlement for various projects in the Mossel Bay Municipal Area to be executed on behalf of the Mossel Bay Municipality for a period of three (3) years from 1 July 2023 to 30 June 2026.

Tenders must be submitted on the original documents and remain valid for one-hundred and twenty (120) days after the closing date of the tender.

Enquiries pertaining to the specifications can be addressed as follows:

Mr. Eric Louw (Water and Sanitation)	(044) 606-5270	elouw@mosselbay.gov.za
Mr. Morné Olivier (Electrical Services)	(044) 606-5083	molivier@mosselbay.gov.za
Mr. Jean Cox (Roads, Transport and Stormwater Services)	(044) 606-5252	jcox@mosselbay.gov.za
Mr. Lindilizwi Mngxekeza (Human Settlements)	(044) 606-5013	lmngxekeza@mosselbay.gov.za

Enquiries pertaining to the completion of the documents can be addressed as follows:

Mr. Deslin Kohler	(044) 606-5192	dkohler@mosselbay.gov.za
Ms. Nicole Saunders	(044) 606-5194	nsaunders@mosselbay.gov.za
Ms. Juanita Schutte	(044) 606-5198	jschutte@mosselbay.gov.za

A set of tender documents can be obtained at a non-refundable cost of **R394.00** per set from Mr. Deslin Kohler who may be contacted at telephone (044) 606-5192 or e-mail at dkohler@mosselbay.gov.za OR it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za), prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay

A compulsory information meeting which will take place at **11h00 on Tuesday, 30 May 2023** at the **Old Power Station, Munro Street, Santos Beach (HR offices), Mossel Bay.**

ALL BIDDERS, INCLUDING ALL THE PARTNERS OF A JOINT VENTURE MUST ATTEND THIS COMPULSORY SITE AND INFORMATION MEETING.

BIDDERS (INCLUDING ALL PARTNERS OF A JOINT VENTURE) WHO DID NOT ATTEND THE COMPULSORY SITE AND INFORMATION MEETING AND SUBMIT A BID, WILL BE SEEN AS SUBMITTING A NON-RESPONSIVE BID.

Please note: The Municipality prefer that Senior Company Staff members or Contract Managers attend the compulsory site meeting as the Scope of Works, the Design and the Tender Specifications will be discussed in detail along with the Execution phase expectations and possible amendments. It remains the Bidder's responsibility to familiarise themselves with and fully understand the tender specifications to be able to submit a responsive tender.

Prospective bidders that arrive 15 (fifteen) minutes or more after the advertised time the meeting started will not be allowed to attend the meeting or to sign the attendance register. If a prospective bidder is delayed, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting, as well as all the other bidders attending the meeting, give permission to do so.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 23 June 2023** or be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 80 out of 100 points will be considered as non-responsive:

Functionality criteria and weight:

1. Description of General Quality Criteria carrying a weight of 60 points
2. Description of Project Field Quality Criteria carrying a weight of 20 points
3. Description of Project Specific Quality Criteria carrying a weight of 10 points
4. Studies and Master plan carrying a weight of 10 points

Responsive bids will be evaluated on the 80/20 or 90/10 Preference Points System. A maximum of 20 points (80/20 preference point system) or 10 points (90/10 preference point system) will be allocated for specific goals. 50% of the 20/10 points will be allocated in terms of a bidder's B-BBEE scorecard and other 50% of the 20/10 points will be for a bidder's locality.

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on this Database.

**MR C PUREN
MUNICIPAL MANAGER**

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) available on the National Treasury website <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> will be applicable to this tender as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of tender documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

1.2.4 Cost of Tender Documents

A set of tender documents can be obtained at a non-refundable cost of R264.00 per set from Mr Deslin Kohler who may be contacted at telephone (044) 606-5192 or e-mail at dkohler@mosselbay.gov.za OR it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za), prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

1.2.5 Registration on the Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on this Database.

1.2.6 Completion of Tender Documents

- (a) The original tender document must be fully completed and originally signed in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender and will not be evaluated.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender and will not be evaluated.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender and will not be evaluated.

- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.
- (e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

- (a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

- (a) When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.
- (b) A bidder will be non-responsive, if the CIDB status of the bidder indicates suspended or inactive or deregistered on the day of evaluation.

1.2.8.2 Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an

arrangement for settlement of same before the bid closure date will be unsuccessful. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the tender document.

- (c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the tender document, which indicates that the rental includes their municipal rates and taxes. If the lease agreement indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the leased premises indicated must also be submitted.
- (d) If a bidder and its director's/members, do not own any property, they must submit the following:
 - (i) Affidavit from the bidder and its director's/members, that they do not own any property;
 - (ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.
- (e) If a bidder or its director's/members, lives outside of South Africa, an affidavit by the Company must be submitted.

1.2.9 Authorised Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- (b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified and will not be evaluated.
- (d) If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

1.2.10 Site / Information Meetings

- (a) Site or information meetings, if specified (in the advert), are **compulsory**. Bids will not be accepted from bidders who have not attended the compulsory site or information or online briefing meetings. Bidders that arrive or log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All bidders, including **ALL THE PARTNERS OF A JOINT VENTURE** must attend the compulsory site or information or online briefing meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher/more or lower/less. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Friday, 23 June 2023.**

OR

(b) be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.

(c) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Mossel Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the attention of the Mossel Bay Municipality, it should do so in writing to the Supply Chain Management Department of the Mossel Bay Municipality. Any effort made by the firm to influence the Mossel Bay Municipality or any official in evaluation of the bid, bid comparison or contract award decisions may result in the rejection of the bid and further action being taken.

1.2.16 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative offers will be read out aloud.

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

1.2.17 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2007 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the prevailing Municipality's Supply Chain Management and the Municipal Preferential Procurement Policies.

1.2.19 Contract

The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.22 Extension of Contract

The Municipality reserves the right to negotiate the extension or expansion of a contract with the successful bidder should additional funds become available. This prescribed process in terms of legislation must be followed prior to any agreement being concluded and the vesting of any rights.

1.2.23 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety, guarantees and retentions.

1.2.24 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.25 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors, principle shareholders or members have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors, principle shareholders or members influenced or tried to influence any official or councillor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors, principle shareholders or members offered, promised or granted any official or councillor or any of the official's or councillor's close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past bid.

1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS

1.2.26.1 Proof of B-BBEE Status Level of Contributor:

- (a) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (b) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act, as indicated below:

- **If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and

reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- **If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- **If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

1.2.26.2 Proof of Locality in a Specific Province, Region and Municipal Area

- (a) Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).
- (b) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (c) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within Mossel Bay municipal area	Points for enterprises within Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	5	3
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

(d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.

- (i) The business premises Municipal Account of address as indicated in bid document;
- (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
- (iii) The premises of the bidder as indicated in the MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

1.2.28 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.
- (c) If a bid is not supported by a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bid is accompanied by proof of application for valid AND relevant Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid AND relevant certificate must be submitted within an agreed upon time.
- (f) The right is reserved to not award a tender if a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.29 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget. These negotiations can be done prior or after the final award.

1.2.30 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint Venture continues without approval it will be deemed to be a breach of contract with the Municipality and the Municipality may exercise all legal remedies available to it.
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) Joint venture will only qualify for points for Locality as a legal entity, provided that the entity submits the address of the Lead Partner as per the Joint Venture agreement.
- (d) If the joint venture division is 50/50 the points will be allocated according to the closest address.
- (e) All members of the Joint venture must submit, with the bid documents:
 - a valid SARS tax pin, individually;
 - an agreement that clearly provides clarity of Profit and liability sharing; and
 - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed on pages 103-105
- (f) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.29 Enquiries

Mr. Eric Louw (Water and Sanitation)	(044) 606-5270	elouw@mosselbay.gov.za
Mr. Morné Olivier (Electrical Services)	(044) 606-5083	molivier@mosselbay.gov.za
Mr. Jean Cox (Roads, Transport and Stormwater Services)	(044) 606-5252	jcox@mosselbay.gov.za
Mr. Lindilizwi Mngxekeza (Human Settlements)	(044) 606-5013	lmngxekeza@mosselbay.gov.za

oooOOOooo

1.3 GENERAL CONDITIONS OF CONTRACT

DEFINITIONS

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

CONTRACT

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

CONTRACT DATA

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

CONTRACT PRICE

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

DAY

A calendar day.

DEFECT

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

DELIVERABLE

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

EMPLOYER

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

FORCE MAJEURE

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

KEY PERSONS

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

OTHERS

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

PARTIES

The Employer and the Service Provider.

PERIOD OF PERFORMANCE

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

PERSONNEL

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

PERSONNEL SCHEDULE

A schedule naming all Personnel and Key Persons.

PRICING DATA

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

PROJECT

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

SCOPE OF WORK

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

SERVICE PROVIDER

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

SERVICES

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

START DATE

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

SUBCONTRACTOR

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

2. INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes:

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa;
- c) the singular includes the plural and vice versa.

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

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL

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

3.2 Change in legislation If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both)..

3.3 LANGUAGE

3.3.1 The language of the Contract and of all communications between the Parties shall be English.

3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 NOTICES

3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party

3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 LOCATION

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 PUBLICITY AND PUBLICATION

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

3.7 CONFIDENTIALITY

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

3.8 VARIATIONS

3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 CHANGES TO THE CONTRACT PRICE OR PERIOD OF PERFORMANCE

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

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension; or

f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

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

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

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

3.10 SOLE AGREEMENT

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

3.11 INDEMNIFICATION

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

3.12 PENALTY

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

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

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

3.13 EQUIPMENT AND MATERIALS FURNISHED BY THE EMPLOYER

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

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

3.14 ILLEGAL AND IMPOSSIBLE REQUIREMENTS

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

3.15 PROGRAMME

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

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

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

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

3.15.3 The Service Provider shall update the programme:

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

3.16 PRICE ADJUSTMENT TO TIME-BASED FEES FOR INFLATION

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

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

$(CPI_n - CPI_s) / CPI_s$ where CPI_s = the indices specified in the Contract Data during the month in which the start date falls

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

4. EMPLOYER'S OBLIGATIONS

4.1 INFORMATION

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

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

4.2 DECISIONS

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

4.3 ASSISTANCE

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

The Employer shall as soon as practicable:

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

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 SERVICES OF OTHERS

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

4.5 NOTIFICATION OF MATERIAL CHANGE OR DEFECT THE EMPLOYER SHALL IMMEDIATELY ADVISE THE SERVICE PROVIDER ON BECOMING AWARE OF:

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

4.6 ISSUE OF INSTRUCTIONS

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

4.7 PAYMENT OF SERVICE PROVIDER

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

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 GENERAL

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

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

5.2 EXERCISE OF AUTHORITY

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

5.3 DESIGNATED REPRESENTATIVE

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

5.4 INSURANCES TO BE TAKEN OUT BY THE SERVICE PROVIDER

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

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

5.5 SERVICE PROVIDER'S ACTIONS REQUIRING EMPLOYER'S PRIOR APPROVAL

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

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

5.6 CO-OPERATION WITH OTHERS

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others.

The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 NOTICE OF CHANGE BY SERVICE PROVIDER

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

6. CONFLICTS OF INTEREST

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

6.2 Royalties and the like

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

6.3 Independence

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

7. SERVICE PROVIDER'S PERSONNEL

7.1 GENERAL

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

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

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

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

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

7.2 PROVISION OF PERSONNEL IN TERMS OF A PERSONNEL SCHEDULE

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

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

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

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

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

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 COMMENCEMENT OF SERVICES

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

8.2 COMPLETION

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

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

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

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

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 FORCE MAJEURE

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of Force Majeure, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 TERMINATION

8.4.1 The Employer may terminate the Contract:

- (a) where the Services are no longer required;
- (b) where the funding for the Services is no longer available;

(c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;

(d) if the Service Provider becomes insolvent or liquidated; or

(e) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

(a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or

(c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or

(d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

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

8.5 SUSPENSION

8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

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

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider

shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases :

(a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or

(b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.

11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.

11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.

11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.

11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.

11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 SETTLEMENT

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

12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 MEDIATION

12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 ADJUDICATION

12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.

12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.

12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 ARBITRATION

12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such

agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.

12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 LIABILITY OF THE SERVICE PROVIDER

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

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

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

13.2 LIABILITY OF THE EMPLOYER

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

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

(a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.

(b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 DURATION OF LIABILITY

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

13.5 LIMIT OF COMPENSATION

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

a) the sum insured in terms of 5.4 in respect of insurable events; and

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

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

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

13.6 Indemnity by the Employer Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 EXCEPTIONS

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

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

a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or

b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

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

14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.

14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.

14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.

14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15 AMOUNTS DUE TO THE EMPLOYER

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

SECTION 1.4: CONTRACT DATA

Note: All information as stated in the Specifications will serve as additional Contract Data.

1.4.1 Description of Works

Professional engineering services for the execution of several projects over the next three municipal financial years. Appointments will be reviewed annually to take into consideration performance.

A maximum of 30 consulting engineers per category may be appointed based on responsiveness.

1.4.2 Employer Objectives

Proposals for the provision of Tendering services are requested for the planning, preliminary design report (PDR), detailed design, drafting, construction specification, Tender documentation and Tender evaluation, construction supervision, monitoring and successful completion of the projects in the 2023/2024 to 2025/2026 budget.

1.4.3 Overview of the Works

In order to ensure service delivery and ensure that the projects are finished before the end of the relevant financial years, the Technical / Planning & Integrated Services Directorates has decided to call for proposals to complete the projects mentioned.

1.4.4 Extent of the Works

The work to be carried out by the Bidder (Consultant) under this contract comprises mainly of the following:

- The preliminary and detailed design for the projects mentioned above.
- The compiling of subsequent Tender Documentation including specification according to Mossel Bay Municipality's guidelines or requirements
- The liaison with Mossel Bay Municipality for the Tender advertising of the respective projects
- The Tender evaluation of the Tenders received from contractors
- Manage the appointment of an Environmental consultant on the project, should it be required
- Manage the appointment of an OH&S consultant for the construction projects.
- Provide construction supervision and monitoring of the respective projects
- The successful completion and finalizing of projects.
- Submission of a Completion reports and AS-BUILT DRAWINGS.

1.4.5 Location of the Works

All works are located within the Greater Mossel Bay Municipal boundary WC043.

SECTION 1.5 FUNCTIONALITY CRITERIA

1.5.1 Tenders will be pre-evaluated on the criteria as set out under this section.

1.5.2 It is recognised that some bidders specialise in non-construction project and only wish to submit bids for projects such as masterplans and tariff studies. Bidders are required to indicate in the following tickbox which types of projects they intend to bid on and then only complete the required functionality criteria.

1.5.3

	Selection of projects type	Construction projects	Non-construction projects
1	Bidder to indicate project type		
2	Functionality Criteria to be completed	All	1.a, b, c, d, e & g 4

1.5.4 Bidders that score less than 80% for the functionality criteria (80 out of 100 points for construction projects or 54 out of 67 points for non-construction projects) will be regarded as submitting a non-responsive tender and will not be evaluated on price and preference points.

1.5.5 Unclear or incomplete information provided will result in no points being allocated.

1.5.6 The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation.

1.5.7 Bidders must therefore ensure that all information is provided in detail.

1.5.8 The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS		BIDDER SCORE
		Construction projects	Non-construction projects	
1	Description of General Quality Criteria (excluding project specific criteria as indicated below)	60	57	
2	Description of Project Field Quality Criteria	20	0	
3	Description of Project Specific Quality Criteria	10	0	
4	Studies and masterplan	10	10	
TOTAL		100	67	

1.5.9 Functionality criteria are further divided as follows and points will be awarded as indicated below:

The page number as to where information can be obtained relevant to each criteria, must be provided in the column in the table with the heading “(Page number) to supporting documentation”. This is important for the evaluation committee to do a meaningful evaluation. Failure to do so will result in your tender being non-responsive.

Criterion 1: Description of General Quality Criteria (excluding project specific criteria as indicated separately below:

DESCRIPTION	MAXIMUM NUMBER OF POINTS	BIDDER SCORE	(PAGE NUMBER) TO SUPPORTING DOCUMENTATION
a) <u>Staff and Personnel</u> Organisation and support personnel resources (Section 1.5.9 a) 4 points each for any senior engineer/technologist, with more than 5 years’ relevant experience 1 point each for any junior engineer/technologist/technician less than 5 years’ relevant experience	15		
b) <u>Experience and Region</u> Experience (familiarity) in the Western Cape Province, local conditions, population and knowledge of regional materials 3 points for every project over R2 million in value completed by the Bidder, through the processes of designing, preparing of Tender Documentation and construction supervision, within the Western Cape Province over the last 5 years	15		
c) <u>Knowledge of Municipal Environment</u> Sound knowledge of Municipal Acts, policies and work procedures 2 points for every project done by the Bidder in the Municipal Environment requiring extensive interaction with officials in a Municipality over the last 5 years	10		
d) <u>Project Management</u> Demonstrated experience in design and construction management of engineering projects more than R2 million, or non-construction projects more than R500 000. points for every construction project done with a value exceeding R2 million over the last 5 years 2 points for every non-construction project done with a	10		

value exceeding R500 000 over the last 5 years			
<u>e) Professional Bodies</u> Registration of company with CESA / SABTACO 5 points will be given for registration at Consulting Engineers South Africa (CESA) / South African Black Technical and Allied Careers Organisation (SABTACO)	5		
<u>f) Labour Intensive Project Experience</u> Trained employee (only one required) with knowledge of labour-intensive construction (LIC) methods 3 points for an in-office employee with NQF 5 training	3		
<u>g) Quality Assurance</u> Quality assurance systems which ensure compliance with stated employer's requirements 2 points for ISO 9001: 2000 Certification/application 1 point for full implementation of CESA / SABTACO administrative system or equivalent quality management system	2		
TOTAL EVALUATION POINTS FOR GENERAL QUALITY CRITERIA	60		

CRITERION 1: DESCRIPTION OF GENERAL QUALITY CRITERIA: STAFF AND PERSONNEL

A detailed summary list must be provided with the Tender Submission, which must have sufficient detail to indicate how many qualified engineering staff which are in the full-time employment of the Bidder. A clear indication must be given of their academic qualification as well as years of relevant experience. Bidders will be awarded 4 points each for any full-time senior engineer/technologist with more than 5 years' relevant experience and 1 point each for any full-time junior engineer/technologist/technician working in this field.

In order to be considered for an appointment in terms of this Tender, the Tenderer must have the following key personnel in his permanent employment at the close of Tenders. Alternatively, a signed undertaking from a specialist Professional Service Provider, stating that they will undertake the necessary work on behalf of the Tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached.

A registered professional engineer at ECSA with at least 10 (ten) years appropriate and verifiable post graduate experience who will be the Project Director/Principal, and responsible for all work carried out in terms of this Tender.

A qualified engineer/technologist with at least 5 (five) years relevant and verifiable post graduate experience, who will be the Project Manager, and responsible for overall project management of the project.

An Engineer/technologist/Technician with at least 3 (three) years relevant and verifiable experience in site supervision who can act as Engineering Representative.

The key personnel must currently be registered with the Engineering Council of South Africa.

The registration numbers of these individuals must be indicated below. The Curriculum Vitae of all key personnel (including sub-consultants) must be submitted with the Tender submission.

The Bidder shall insert in the spaces provided below details of the key personnel required to be in the employment of the Bidder in order for the Bidder to be eligible to submit a Tender for this project. The Curriculum Vitae (CV) of each individual must be appended to this schedule. Failure to complete the section below and attached CV will result in your tender being non-responsive.

Name	Job Title	Qualifications	ECSA Registration No.	No. Of Years Specified Experience
Project Director/Principal				
Project Manager				
Project Engineer/Technologist				
Engineering Representative				

CRITERION 1: DESCRIPTION OF GENERAL QUALITY CRITERIA: EXPERIENCE AND REGION

Detailed summary list must be provided with the Tender Submission, which must have sufficient detail to indicate specific projects of over R2 million (VAT included) in value which were completed by the Bidder, through the processes of designing, preparing of Tender Documentation and construction supervision, within the Western Cape Region Province region over the past 5 years. In order to claim points for this criterion, bidders must submit sufficient information as well as documentary proof of experience, by means of appointment letters from Municipalities. **Failure to complete below table will be regarded as submitting a non-responsive bid.**

Regional project successfully completed:

Name of project Value	Town	Summary of work

c) **CRITERION 1: DESCRIPTION OF GENERAL QUALITY CRITERIA: KNOWLEDGE OF MUNICIPAL ENVIRONMENT – 10 POINTS**

As the work required in terms of this Tender is strictly ruled by the prescriptions of the **Municipal Finance Management Act 56 of 2003 (MFMA)**, **Extended Public Works Programme (EPWP)**, **Municipal Infrastructure Grant (MIG)** as well as the **Construction Industry Development Board (CIDB)**, considerable expertise is needed. In order to measure suitable experience, 2 points will be given for every project completed by the Bidder for a municipality. In order to claim points for this criterion, bidders must submit sufficient information as well as documentary proof of experience, by means of appointment letters from Municipalities. A detailed *summary list* must be provided with the Tender submission, which must clearly indicate the extent of interaction with officials in the Municipality, over the last 5 years.

Municipal projects successfully completed:

Name of project	Municipality involved	Summary of work

d) **CRITERION 1: DESCRIPTION OF GENERAL QUALITY CRITERIA: PROJECT MANAGEMENT – 10 POINTS**

Project Management:

Construction projects: Demonstrated experience in design and construction of Engineering Infrastructure and Human Settlement projects of value in excess of R2 million. As work required in terms of this Tender is expected to of the highest standard, considerable expertise and experience in the engineering field is needed. In order to measure suitable experience, 2 points will be given for every project completed by the personnel indicated in the local office, with a value exceeding R2 million, over the last 5 years.

Non-construction projects: Demonstrated experience in non-construction projects of value in excess of R500 000. As work required in terms of this Tender is expected to of the highest standard, considerable expertise and experience in the engineering field is needed. In order to measure suitable experience, 2 points will be given for every project completed by the personnel indicated in the local office, with a value exceeding **R500 000**, over the last 5 years.

In order to claim points for this criterion, bidders must submit sufficient information as well as documentary proof of experience, by means of appointment letters from Municipalities or provincial or national Governmental entities.

A detailed *summary list* must be provided with the Tender submission, which must clearly indicate the experience in the relevant project types, by listing of projects completed over the last 5 years.

Projects successfully completed:

Name of project	Summary of work	Value of the work

e) **CRITERION 1: DESCRIPTION OF GENERAL QUALITY CRITERIA: PROFESSIONAL BODIES**

It is generally expected that a consulting engineering company should function under the umbrella of CESA / SBTACO. 5 points will be allocated for registration of the Bidder as a member. A copy of membership registration must be provided with the Tender submission, which must clearly indicate the current registration of the Bidder. **Failure to submit proof will be seen as submitting a non-responsive bid.**

Company registration with CESA / SBTACO or relevant professional bodies

Date of registration	Registration number	Name of registered company

f) CRITERION 1: DESCRIPTION OF GENERAL QUALITY CRITERIA: LABOUR INTENSIVE PROJECT EXPERIENCE

In-office trained personnel (one person required) with knowledge of Labour-Intensive Projects / Labour Intensive Construction (LIC) and/or Extended Public Works Programme (EPWP) methods. Due to work shortage also in our municipal area, labour intensive construction methods should be followed as far as possible, without watering down the quality of the final product, and also with minimum financial implications to the employer. It is therefore important for the Bidder to have a person with training and a vision towards labour intensive construction methods.

Due to the work shortage in our municipal area, labour intensive construction methods should be followed as far as possible, without watering down the quality of the final product, and also with minimum financial implications to the employer. It is therefore important for the Bidder to have a person with training and a vision towards labour intensive construction methods. For this purpose, 3 points will be given to a Bidder with an in-office employee with NQF 5 training. In order to claim points for this criterion, bidders must submit sufficient information as well as documentary proof, by means of copy of the qualification as listed below.

NQF Qualification obtained in Labour Intensive Construction	Name of staff member in office	Year completed
NQF 5		

g) CRITERION 1: DESCRIPTION OF GENERAL QUALITY CRITERIA: QUALITY ASSURANCE

Quality assurance systems employed by the Bidder in his office in order to ensure compliance with stated employer's requirements ISO 9001: 2000 Certification: Bidders who are certified as being compliant to the International Organisation for Standardisation's ISO 9001: 2000 quality management standard, will be awarded 2 points/ Proof of certification or application with evidence of previously started process must be attached in order to qualify for these points. **Failure to submit proof will be seen as submitting a non-responsive bid.**

Bidders who are following a quality management standard as set out by CESA/SABTACO may be awarded up to 1 point for full application of this system. The extent of the use of this system must be attached in order to qualify for these points.

Quality assurance system

Quality assurance system in office	Date of implementation / application
ISO 9001: 2000 Certification	
CESA / SABTACO system	

Note: Where the entity Tendering is a joint venture, provided one of these parties is ISO 9001: 2000 certified, and it has been indicated on the work plan submitted that the party will take responsibility for quality management and then the joint venture will be awarded 5 points in this respect.

CRITERION 2: DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA

DESCRIPTION	MAXIMUM NUMBER OF POINTS	BIDDER SCORE	(PAGE NUMBER) TO SUPPORTING DOCUMENTATION
(a) Design Experience Expertise of design engineer 2 points for every one-year design experience in this field over the last 5 years	10		
(b) Construction Monitoring Expertise of key personnel doing on site supervision 2 points for every one-year construction experience in this field over the last 5 years	10		
TOTAL EVALUATION POINTS FOR PROJECT FIELD QUALITY CRITERIA	20		

Note: Where the entity Tendering is a joint venture a score for track record will be awarded to each party to the joint venture, which will then be combined in proportion to the percentage contribution of each party to the joint venture.

(a) CRITERION 2: DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA: DESIGN EXPERIENCE

Previous projects in the past five years similar to this specific tender project (or project grouping) that have been successfully designed by the specific person which will design this work. For measuring this requirement 2 points for every one-year design experience in this field over the last 5 years. A maximum of 10 points can be obtained under this portion. No Tender will be awarded to any Bidder with no specific experience in the specific field, aside from submitting a general CV for each of the key personnel as required in terms of criteria 1: Staff and personnel. Bidders must submit a statement for work of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project.

Expertise of design engineer, 2 points for every one-year design experience in this field over the last 5 years:

Name	Job Title	No of years Design Experience (CV verifiable)	Maximum number of tender evaluation points 10 BIDDER SCORE

(b) CRITERION 2: DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA: CONSTRUCTION MONITORING

Expertise of personnel allocated to do site supervision/monitoring. Previous projects in the past five years similar to this specific tender project (or project grouping) that have been successfully supervised by the specific person which will supervise this work. For measuring this requirement 2 points for every one-year supervision experience in this field over the last 5 years. A maximum of 10 points can be obtained under this portion. No Tender will be awarded to any Bidder with no specific experience in the specific field, aside from submitting a general CV for each of the key personnel as required in terms of criteria 1: Staff and personnel. Bidders must submit a statement for work of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project.

Construction Monitoring Expertise of key personnel doing on site Supervision. 2 points for every one-year construction experience in this field over the last 5 years

Name	Job Title	No of years Construction Monitoring Experience (CV verifiable)	Maximum number of tender evaluation points 10 BIDDER SCORE

CRITERION 3: DESCRIPTION OF PROJECT SPECIFIC QUALITY CRITERIA

Demonstrate experience in the design & execution of Municipal Infrastructure including:	Maximum number of tender evaluation points	BIDDER SCORE (Indicate which discipline / Number)
Electrical Services Mechanical Services Civil Services Geo-Technical Services Structural Services Human Settlements Coastal Services Points allocated for relevant company experience in each field above: 3 points for less than 3 years 6 points for 3 - 7 years 9 points for 8 -10 years 10 points for more than 10 years	10	
TOTAL EVALUATION POINTS FOR PROJECT SPECIFIC QUALITY CRITERIA	10	

Each Form in this series contains a table with the following heading:

Contract Number	Service	Project Title
Municipal Reference Number	Any project within the engineering field mentioned for design and construction (monitoring of a project)	No specific project will be specified

A brief discussion will be given to define the meaning of each column:

Contract Number - unique number assigned to the project you worked on.

Service – The type of service is the group given as defined in the latest municipal budget.

Project Title – A short description is provided for projects as defined in the latest municipal budget. This describes the basis of the work, but the title may need change as the future extent of the project may vary slightly. Information to be supplied on this form **towards expertise of design engineer and key personnel doing on site supervision** is required

to highlight staff strength specifically towards each project and only need to point out specific detail related to the project content, even if mentioned elsewhere.

Expertise of design engineer

Previous projects in the past five years similar to this specific tender project (or project grouping) that have been successfully designed by the specific person which will design this work. For measuring this requirement, 2 points for every one-year design experience in this field by the specific design engineer over the last 5 years. A maximum of 10 points can be obtained under this portion. No Tender will be awarded to any Bidder with no specific experience in this specific field. Aside from submitting a general CV for each of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project Tender.

Expertise of key personnel doing on site supervision

Previous projects in the past five years similar to this specific Tender project (or project grouping) that have been successfully supervised by the specific person who will supervise this work. For measuring this requirement, 2 points for every one (1) year supervision experience in this field by the person proposed for site supervision over the last 5 years. A maximum of 10 points can be obtained under this portion. Aside from submitting a general CV for each of the key personnel as required in terms of criteria 1: Staff and Personnel, bidders must submit a statement of work of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project tender.

Engineering site supervision and Tariff of Fees for tender purposes will be as published in the **Government Gazette No 44333, board notice 669 of 26 March 2021 or latest edition**. The specific level as well as frequency of supervision for each project description below will be negotiated at the design stage.

Contract / Tender	Service	Project Title
	(a) Electrical Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand, fees as per standards set by the latest government gazette

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

Contract	Service	Project Title
	(b) Mechanical Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand, fees as per standards set by the latest government gazette

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects	
Contract	Service	Project Title
	(c) Civil Services	Design and construction and all associated functions as defined for this service by ECSA

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects	
Contract	Service	Project Title
	(d) Geo-Technical Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand, fees as per standards set by the latest government gazette

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects	
Contract	Service	Project Title
	(e) Structural Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand, fees as per standards set by the latest government gazette

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

Contract	Service	Project Title
	(f) Human Settlements	Design and construction and all associated functions as defined for this service by ECSA

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

Contract	Service	Project Title
	(g) Coastal Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand, fees as per standards set by the latest government gazette

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

CRITERION 4: STUDIES AND MASTER PLAN

Previous projects in the past five years similar to this specific tender project (or project grouping) that have been successfully performed by the specific person which will develop the masterplan or carry out the studies. For measuring this requirement 1 point for every one-year experience in this field. A maximum of 10 points can be obtained under this portion. No Tender will be awarded to any Bidder with no specific experience in the specific field, aside from submitting a general CV for each of the key personnel as required in terms of criteria 1: Staff and personnel. Bidders must submit a statement for work of the key personnel which highlights any particular fields of specialization and experience that is relevant to this particular project.

Expertise of engineer, 1 point for every one-year experience in the field of developing masterplans

Name	Job Title	No of years' Experience in development of masterplans (CV verifiable)	Maximum number of tender evaluation points = 10 BIDDER SCORE

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in development of masterplans (List of projects and completion dates)

SECTION 2.1: SPECIFICATIONS

2.1.1 ENGINEERING

2.1.1.1 Cost Estimate and Project Phasing

The cost estimates for the projects were done at a low level, but must be adhered to, in at least the first year. The second- and third-year prices may be revised in the next municipal budgets. Even though the Bidder may not claim for any costs incurred now for work planned in future years, the appointment will remain with the successful bidder, and it will be advisable for him to ensure next budget prices are in line with the work actually required.

2.1.2 SCOPE AND SPECIFICATION OF PROFESSIONAL SERVICES

The required Professional Services as referenced is provided below:

2.1.2.1 Normal Services

2.1.2.1.1 Preliminary Design Stage

The Principal Consultant to submit a preliminary design report for approval before the final design is commenced with.

The provision of all services described in Board Notice 206 of 2011: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in the Government Gazette, as amended or amplified upon in the project brief below.

2.1.2.1.2 Design, Tender Working Drawings and Construction Stages

The provision of all services described in Board Notice 206 of 2011: Guidelines Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), published in the latest Government Gazette, as amended or amplified upon in the project brief below.

2.1.2.1.3 Targeted Procurement

Should the employer during any stage of the project, require the Tenderer to perform work or services pertaining to targeted procurement, such work and or services could entail, but are not limited to, any or all of the following:

- Incorporation of any targeted participation goals,
- The measuring of key participation indicators,
- The selection, appointment and administration of participation and
- Auditing compliance to the above by any contractors and/or professional consultant.

2.1.2.1.4 Additional Services

The following services are additional to the normal services provided by the Bidder, unless specifically agreed otherwise between the Bidder and the employer. The agreement on the scope of services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

2.1.2.1.4.1 Additional Services pertaining to all Stages of the Project

- Enquiries not directly concerned with the works and its subsequent utilisation.
- Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- Identification and possible relocation of all buried and existing infrastructure services
- Making arrangements for way leaves, servitudes or expropriations.
- Negotiating and arranging for the provision or diversion of services not forming part of the works.
- Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such

Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the Bidder's control.

- Surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the employer.
- Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- Detailed inspection, reviewing and checking of designs and drawings not prepared by the Bidder and submitted by any contractor or potential contractor as alternative to those embodied in Tender or similar documents prepared by the Bidder.
- Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
- Preparing and setting out particulars and calculations in a form required by any relevant authority.
- Abnormal additional services by or costs to the Bidder due to the failure of a contractor or others to perform their required duties adequately and timely.
- Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
- Investigating or reporting on tariffs or charges levy able by or to the employer.
- Advance ordering or reservation of materials and obtaining licenses and permits.
- Preparing detailed operating, operation and maintenance manuals.
- Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the employer, or his duly authorized agents, requiring the Bidder to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the Bidder and the employer prior to the execution thereof.
- Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and contractors appointed for the works on which the Bidder provides services.
- Chairing and keeping minutes of all project related meetings.
- Any other additional services, of whatever nature, specifically agreed to in writing between the Bidder and the employer.

2.1.2.2 Construction Monitoring

- If the construction monitoring, as set out in clause C3.3.2 of Board Notice 206 of 2011, is deemed to be insufficient by the employer and/or Bidder, the Bidder may, with prior written approval having been obtained from the employer, appoint or make available additional staff for such construction monitoring as are necessary to undertake additional construction monitoring on site to the extent specifically defined and agreed with the employer. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause C3.3.2 of Board Notice 206 of 2011
- Alternatively, the employer may appoint or make available staff, as intended in Section 2.1.5.4.2 (a) subject to approval by the Bidder.
- Staff, as intended in clauses Section 2.1.5.4.2 (a) and Section 2.1.5.4.2 (b) shall report to and take instructions from the Bidder or an authorized representative of the Bidder only and shall be deemed to be in the employ of the Bidder.
- Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the employer prior to the implementation thereof.
- If, for any reason, no additional staff or inadequate staff for construction monitoring is appointed, the Bidder shall provide additional services, including additional site visits, as required and agreed to in writing with the employer prior to commencement thereof.

- With reference to Occupational Health and Safety Act, 1993 (Act No.85 of 1993). The Bidder agrees to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the employer.
- The additional services will include the following:
 - (1) The Bidder must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
 - (2) The Bidder must execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

2.1.2.3 The duties of the Bidder for the following four defined levels of construction monitoring, respectively, as indicated per project, according to SACE specifications.

2.1.2.3.1 Quality Assurance System

A quality management system or quality assurance services, over and above construction monitoring services be applied to the project, these are in addition to normal services provided by the Bidder and to be specifically defined and separately agreed in writing prior to commencement thereof.

2.1.2.4 Other Additional Services

The following are also part of the scope of services in addition to the above engineering services but will be paid for separately.

- Geotechnical investigations if necessary
- Topographical and land surveys
- Compliance with environmental legislation
- Appoint and manage Environmental Specialist to obtain an Environmental Impact
- Environmental Impact Assessment (EIA) report

2.1.2.5 Use of Reasonable Skill and Care

The Bidder is required to provide all aspects of the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to the public.

2.1.2.6 Brief

2.1.2.6.1 Terms of Reference

The purpose of the contract is to execute professional functions as per ECSA standards.

2.1.2.6.2 Specific Requirements

(a) Report stage

The Bidder shall prepare and submit a detailed report presenting the details of the project, all aspects taken into consideration and the design philosophy.

(b) Preliminary Design, Design and Tender Stage

The Bidder shall undertake the preliminary design and prepare a report to Council for approval prior to any final designs being prepared.

The Bidder shall be responsible for all service enquiries, way leave applications and obtaining the necessary authority or permission from the Service Authorities to carry out all work in terms of this project. All applications in this respect must be carried out in time.

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction of Works, 3rd Edition 2015, published by the South African Institution of Civil Engineering. The Bidder shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

A set of draft plans and a draft Tender/contract document shall be submitted to the Employer for comment and approval prior to going out to Tender. All drafts must be thoroughly checked by the Bidder's project leader prior to submission. The Tender/contract document shall be submitted to the Employer for checking at least two weeks prior to Tenders being advertised. The Bidder shall supply the Employer with an electronic copy of the Tender/contract document once approved.

On approval of the detail design drawings, two sets of paper prints must be submitted to the employer for signature. One set will be kept by the Employer and the other returned to the Bidder. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

The Bidder shall be responsible for providing the Employer with the required number of (hard) copies of plans and Tender documents for Tender purposes.

(c) Working Drawings

The Bidder shall prepare any further plans, designs and drawings (over and above the Tender drawings), which may be necessary for the execution of the works.

(d) Construction Stage

The Bidder shall submit as-built plans to the employer in electronic format (preferably .dwg, otherwise .dxf) as well as one complete set of paper prints.

The completion of all consulting services (including the final inspection at the end of the construction defects liability period, the preparation of the Final Approval Certificate and Final Payment Certificate) shall be deemed included in the construction stage.

(e) Targeted Procurement

The Bidder shall provide all services related to targeted procurement in respect of the construction contract, the cost of which shall be allowed for in the percentage fee Tendered.

(f) Additional Services

(1) Construction monitoring

Construction monitoring is considered to be a vitally important part of this project, requiring the input of an experienced individual (the Engineer's representative) on site, although not always full time. If the Bidder considers it necessary for the Engineer's Representative to devote more time to a project, then he shall arrange with the employer at the planning stage of the project.

Given that it is common practice in the industry to buy in the services of suitable construction monitoring staff once a project reaches the construction state, the Bidder has not been required to commit himself to any particular individual at Tender stage (this contract). It must however be noted that the Employer requires the services of a qualified and competent individual, registered as a professional engineer or

technologist, with at least one years' experience in construction monitoring. The employer reserves the right to reject any proposed construction monitoring staff that does not meet these minimum requirements, and to demand an individual with the necessary experience.

(2) Act as the Employer's agent in terms of the Occupational Health and Safety Act

The Bidder, in submitting a Tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the Client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014, should the Employer accept the Tender. The Bidder shall, as such, execute all of the duties of the Client as contemplated in the Construction Regulations. Costs towards the appointment of such consultants must be cleared out with the employer before any appointment is made.

The Bidder's attention is also drawn to the responsibilities of the designer of the structures in terms of the Construction Regulations and shall comply with all requirements in this regard.

The Bidder shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) and Construction Regulations, 2014, ensure that any sub consultants/contractors employed by the Bidder also comply with the requirements of the Act and Regulations. The Bidder shall enter into an agreement with the employer in this regard before the commencement of any work related to this contract

(3) Transfer of Skills

When requested during appointment, consultant to make provision under Disbursement Fees for transfer of skills to Municipal Officials by means of paid entrance to ECSA CPD accredited seminars, lectures and courses relevant to the Technical field of the Municipal Official and/or Department (example: Civil Engineering courses, lectures and seminars presented by ECSA, SARF, SANRAL, SAICE, CESA and IMESA, or similar approved). The transfer of skills will be for very specific topics as and when required. When a successful bidder is appointed for a specific project where training is needed, this requirement will be negotiated during the appointment process, so that training cost can be included as a separate item for which reimbursement will take place.

2.1.2.6.3 Reporting Requirements

A detailed program must be submitted to the Employer before any commitments are made by either the employer or the Bidder.

The Bidder shall prepare and submit a Tender evaluation report to the Employer within two weeks of Tenders for the construction works having been received.

Once construction is underway, the Bidder shall submit monthly cost reports to the employer showing expenditure in respect of both the Bidder's appointment and the construction contract together with the anticipated spend to the end of the financial year in question.

2.1.2.7 Approvals

The Bidder shall be responsible for obtaining the following approvals:

- Environmental Impact Process (ROD), costs for environmental consultant will be for the employer,
- Approval of the implementation programme from the employer,
- Approval of the detail design, drawings and contract document from the Employer,
- Way leave approval from all service authorities,
- Approval of the Engineer's Representative from the Employer.
- Notwithstanding any approval received from the Employer, the Bidder shall remain responsible for all work carried out by the Bidder in terms of this contract.

2.1.2.8 Key Personnel

The Bidder must maintain the involvement of the key personnel allocated to this Tender and per project, as the needs of this contract require. If for any reason these personnel are removed from the specific project, site or office the consulting firm shall replace this specific person with an equal or better qualified and CV's of the person with equal or better experience and capability. Points are given during this Tender Pre-Qualification stage for the key personnel indicated, thus these personnel must be involved and be used in design and/or Project Management

2.1.3 PROCUREMENT

2.1.3.1 Appointment and Remuneration

A single appointment will be made per project in terms of this contract and the Tender as stated in the schedule of activities by means of obtaining a quotation from three (3) bidders on the panel of consultants per category, where the lowest price quotation will be accepted. In the case where equal quotations are received, the following will apply, according to the PPPFA, to decide which consultant be appointed.

- In the event that two or more bids (quotations) have scored equal total points, the consultants with the highest B-BBEE will be appointed.
- If two or more scored equal on B-BBEE, the successful consultant must be the one scoring the highest score for functionality.
- In the event that two or more scored equal in all aspects, the award must be decided by drawing of lots.
- An independent person has to be asked to draw lots. process – wording to be added)

Consultants will have to indicate whether they are occupied with other projects of the municipality in excess of R2 000 000.00.

The Consultant will be remunerated in terms of the fee structure contained in the ECSA Guidelines (as defined previously in this document) and the Tender offered in the schedule of activities. Interim progress payments will be made upon delivery of invoices and the appropriate supporting documentation with regard to work completed.

In the case of Provincial and National funded Human Settlement projects, the fees will be based on ECSA Guidelines minus 20% or as determined from time to time by the Department of Human Settlements.

Regular project monitoring and progress feedback meetings with the employer will be required. The intervals and venue will be determined by the employer. The basic professional fees must make allowance for this.

2.1.3.2 Time Frame

The project time frame for the project will be finalized upon appointment of the consultant.

2.1.3.3 Contract Works Claims Reporting Procedures

(a) Reporting of Incidents

In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor/Sub-contractors will adhere to the following procedures:

In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employers Representative of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.

The following documentation must be included with the claim documentation:

Photos of damages caused or suffered as proof or substantiation of the claims, as well as a detailed report from the Bidder.

(b) Bidder to Insure

The Bidder shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least twice the fees provided through this Tender per claim and the number of claims unlimited. The Bidder must provide proof of such insurance to the Employers Representative within 14 (fourteen) days after the notification of acceptance of the Tender. Should the renewal of an existing policy fall within the period prior to the Defects Certificate being issued, a letter of confirmation from the insurance company that such a policy will be renewed and that all premiums have been paid must be attached and the copy of the renewed policy be submitted within 2 (two) months of renewal to the Employers

2.1.3.4 Site Information

No specific site information will be given in this section as specific projects will be allocated to successful bidders.

2.1.3.5 General Non-Compliance to Code of Conduct and any Claims due to Engineer's error

The Municipality will not be held liable for any claims whatsoever, arising due to errors made by the appointed Engineer in their execution of their duties, their overall Design, their Bill of Quantities, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements and/or approvals not complied to.

The Consulting Engineer manages the Contract as agent of the Municipality, as such represents the Municipality and thus remains the Project Principal/Director/Manager throughout, with due responsibility and professionalism. Typical example of such claims includes: Contractor standing time Claims due to non-compliance of Environmental Legislation; Extension of Time claims due to errors in the Bill of Quantities and/or Design; Extension of Time due to poor Construction Monitoring etc.

The Engineer must take responsibility for his design, must manage the contractor, monitor construction works and the performance, ensure adequate design supervision, be pro-active & act pre-emptively when errors do arise. Consultants, and any appointed representative (RE, ER), must at all times comply to the ECSA Rules of Conduct as set out in Government Gazette No. 28605, 17 March 2006, BOARD NOTICE 15 OF 2006: Rules of Conduct for Registered Persons: Engineering Profession Act, 2000: (Act No. 46 of 2000). **Severe non-compliance hereof may result in removal of the Bidder from the panel or reduced appointment and allocated workload.**

During the Construction the following penalties will apply:

- R5 000 penalty for Project Programme milestones missed - e.g. Concept & Viability, Prelim Design, Bid Spec, SDBIP Cashflow.
- R5 000 penalty for any OHS transgressions due to fault of PSP or failure to take timely action.
- R5 000 penalty for transgression of any NEMA or Environmental Authorization (ROD) due to fault of PSP or failure to take timely action.
- R5 000 penalty for failure to adhere to MFMA, PPPFA, Variations, Expansions, SCM Policy due to fault of PSP or failure to take timely action.
- R5 000 penalty for failure to put Contractor on terms within time as specified in GCC due to fault of PSP or failure to take timely action.
- R5 000 penalty for failure to communicate timely as requested by Department HOD to PSP Office HOD/Manager.
- R5 000 penalty for any lack of general Site Safety towards the public, pedestrians, residents, workers and traffic accommodation.

The above-mentioned Penalty Fees will be imposed per specific incident, per site, per day, per area, per project and may only be issued by the applicable Head of Department and/or Director. **Particular attention will be given to adequate construction and warning signage visible; general OHS adherence during works, general Public & Traffic accommodation during works and sufficient site demarcation / barricading.**

- 2.1.3.6 The Municipality will not be held liable for any claims whatsoever, arising directly or indirectly due to errors made by the appointed Engineer in his overall design, Bill of Quantity, Specifications, Construction Monitoring, Site Supervision and any Legislative requirements/approvals not obtained or complied.**

2.1.3.7 Performance Management:

The Consultant will be evaluated on a monthly basis similar to Contractors. Poor performance will result in cancellation of appointment. For reference purposes, the monthly evaluation forms are attached as Annexure A – Consultant Performance Evaluation Forms (Pages 106 – 112)

Rules of Conduct as set out in Government Gazette No. 28605, 17 March 2006, BOARD NOTICE 15 OF 2006: Rules of Conduct for Registered Persons: Engineering Profession Act, 2000: (Act No. 46 of 2000):

Competency

3(1) Registered Persons: -

must discharge their duties to their employers, clients, associates and the public effectively with skill, efficiency, professionalism, knowledge, competence, due care and diligence;
may not undertake or offer to undertake work of a nature for which their education, training and experience have not rendered them competent to perform;
must, when carrying out work, engage in and adhere to acceptable practices.

Integrity

3(2) Registered Persons: -

must discharge their duties to their employers, clients, associates and the public with integrity, fidelity and honesty;
must not undertake work under conditions or terms that would compromise their ability to carry out their responsibilities in accordance with acceptable professional standards;
must not engage in any act of dishonesty, corruption or bribery;
must disclose to their employers and clients, or prospective employers or clients, in writing: -
any interest, whether financial or otherwise, which they may have in any business undertaking, or with any person, and which is related to the work for which they may be or have been employed; and
particulars of any royalty or other benefit which accrues or may accrue to them as a result of the work; with the client or employer concerned;
the status pertaining to professional indemnity insurance cover;
may not, either directly or indirectly, receive any gratuity, or commission or other financial benefit on any article or process used in or for the purpose of the work in respect of which they are employed, unless such gratuity, commission or other financial benefit has been authorised in writing by the employer or client concerned;
must avoid any perceived, real or potential conflict of interest;
may not knowingly misrepresent, or permit misrepresentation of their own academic or professional qualifications or competency or those of any other person involved with work, nor knowingly exaggerate their own degree of responsibility for any work or that of any person;
must give engineering decisions, recommendations or opinions that are honest, objective and based on facts that are used in reaching recommendations or opinions given to clients or employers;
may neither personally nor through any other person, improperly seek to obtain work, or by way of commission or otherwise, make or offer to make payment to a client or prospective client for obtaining such work;

may not, unless required by law or by these Rules, divulge any information of a confidential nature which they obtained in the exercise of their duties;
must notify Council immediately if they become aware of a violation of these Rules by any other Registered Person;
must notify council immediately they become insolvent.
must without delay notify Council if they become aware of any Registered Person who is subject to one or more of the following:
removal from an office of trust on account of improper conduct;
being convicted of an offence and sentenced to imprisonment without an option of a fine, or, in the case of fraud, to a fine or imprisonment or both.

Public Interest

3(3) Registered Persons: -

must at all times have due regard and priority to public health, safety and interest;
must when providing professional advice to a client or employer, and if such advice is not accepted, inform such client or employer of any consequences which may be detrimental to the public health, safety or interests and at the same time inform the Council of their action;
must without delay notify Council if they become aware of any person who has been declared medically unfit by a registered medical practitioner to practise as a Registered Person.

Environment

3(4) Registered Persons must at all times -

have due regard for, and in their work avoid, adverse impact on the environment; and adhere to generally accepted principles of sustainable development.

Dignity of the Profession

3(5) Registered Persons: -

must order their conduct so as to uphold the dignity, standing and reputation of the profession;
may not, whether practising their profession or otherwise, knowingly injure the professional reputation or business of any other Registered Person;
must provide work or services of quality and scope, and to a level, which is commensurate with accepted standards and practices in the profession;
may not knowingly attempt to supplant a Registered Person in a particular engagement after the client has employed such Registered Person;
may not advertise their professional services in a self-laudatory manner that is derogatory to the dignity of the profession;
may not review for a particular client work of another Registered Person, except –
with the prior knowledge of the other Registered Person, who must be afforded a reasonable opportunity to submit comments to the client on the findings of the review; or
after receipt of a notification in writing from the client that the engagement of the other Registered Person has been terminated; or
where the review is intended for purposes of a court of law or other legal proceedings, including proceedings arising from these Rules.

Administrative

4. Registered Persons: -

may not without satisfactory reasons destroy or dispose of, or knowingly allow any other person to destroy or dispose of, any information within a period of 10 years after completion of the work concerned;
may not place contracts or orders, or be the medium of payments, on their employer's or client's behalf without the written authority of the employers or clients;

may not issue any information in respect of work prepared by them or by any other person under their direction or control, unless -

- such information bears the name of the organisation concerned; and*
- information so issued is dated and signed by the Registered Person concerned or another appropriately qualified and authorised person;*
- must order their conduct in connection with work outside the borders of the Republic of South Africa in accordance with these rules in so far as they are not inconsistent with the law of the country concerned: Provided that where there are recognised standards of professional conduct in a country outside the Republic, they must adhere to those standards in as far as they are not inconsistent with these rules.*
- must always ensure adequate supervision of, and take responsibility for, work carried out by their subordinates;*
- must ensure that, while engaged as partners, directors, members or employees of a business undertaking which performs work, the control over the work is exercised, and the responsibility in respect thereof is carried out by a Registered Person other than a person registered as a candidate in terms of section 18(1)(b) of the Act;*
- must, when requested by the Council to do so, in writing provide the Council with all the information available to them which may enable the Council to determine which registered person was responsible for any act which the Council may consider **prima facie** to be improper conduct;*
- must notify Council without delay of any change of his or her physical address;*
- must within 30 days respond to correspondence received from clients, colleagues and Council in so far as it relates to work or proceedings in terms of these Rules.*

SECTION 2.2: PRICING SCHEDULE

2.2.1 Pricing Instructions

The offered Tender amounts shall be based on the estimate values given in the project tables, keeping in mind that these values are given for comparative calculation only. That the budget amounts for the construction projects in the Pricing Schedules must be taken as the Cost of Works value, excluding of VAT for the purposes of determining the fee.

Direct costs (claimed as Recoverable Expenses) offered by the Bidder are to be calculated based on the given information and should exclude any costs towards the appointment of specific expertise such as geotechnical, environmental or safety consultants or surveyors. This is for the recoverable expenses such as disbursements that include for expenses such as travel (also for site supervision), accommodation, typing, copying, printing, additional testing etc. that will be required during the project, not covered elsewhere.

The 2021 Guideline Scope Services and Tariff of Fees used for Persons in Terms of the Engineering Profession Act, 2000, Clause 3.2, as published in Government Gazette shall be used as a basis for the fee calculations. Future year projects shall use the year that project starts to determine applicable date of fees published.

The contract price must specify all travel and subsistence costs, as a general rule the contract price must include all travel and subsistence cost

As stated in the Tender part of this document, a maximum of 10% (ten %) discount on the standard “basic” fees, category factors as well as other allowable additional fees combined may be offered by the Bidder.

For ease of comparison of Tenders, the base value for calculation of the fees offered for any construction project will be taken as 100% of the budget values given.

Specific ECSA rates towards site supervision will be taken at the time of construction.

Any “category factors” foreseen and allowed, such as provision for additional fees for Reinforced concrete and structural steel work will be as specified by ECSA.

The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Employer for the work described under the various payment items. Such amounts shall cover all the costs and expenses that may be required for the professional services described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities, insurance and obligations set forth or implied in the Tender documents.

The Bidder shall take into consideration when providing rates that he shall act as the Employer’s Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014. Costs towards an individual safety consultant may be provided from the construction Tenders, not to be financed by the Bidder.

The Employer reserves the right to reduce or increase the scope of works according to the budget, or to terminate this contract, without payment of any penalty in this regard. The Bidder shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement as described in Clause 8.4.3 of the Standard Professional Services contract.

Bidders should note that those recoverable expenses listed in the Activity Schedule may be reimbursed to the Bidder. No reimbursements of costs for subsistence, typing, printing/copying (other than reports and/or Tender documents) communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.

The reproduction of Tender documents may be done by the municipality, should arrangements be made in advance.

2.2.2 Offered Fees for Various Projects

a) Streets and Associated Storm Water Project R10 000 000 budget (VAT Exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R982,400 + Secondary fee R68,565 = R 1,050,965
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

b) Storm Water Project R10 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R982,400 + Secondary fee R68,565 = R 1,050,965
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

c) Water Purification Works Project R10 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R982,400 + Secondary fee R68,565 = R 1,050,965
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

d) Water Reticulation Works Project R10 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R982,400 + Secondary fee R68,565 = R 1,050,965
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

e) Sewage Purification Works Project R10 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R982,400 + Secondary fee R68,565 = R 1,050,965
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

f) Sewage Reticulation Project R5 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R237,400 + Secondary fee R372,120 = R 609,520
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

g) 66kV/22kV/11kV Project R10 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R982 400 + Secondary fee R62 035 = R 1 044 435
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

h) HV/MV/LV Overhead and Underground Reticulation Project R5 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R237 400 + Secondary fee R372 120 = R 609 520
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

i) Electrification/Reticulation Project R10 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R914 012
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

j) Energy Efficiency and Demand-Side Management Project R5 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R584 134
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

k) Master plan for Water Project R1 000 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R1 000 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

l) Master plan for Sewerage Project R1 000 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R1 000 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

m) Master plan for Roads Project R2 000 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R2 000 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

n) Master Plan for Storm Water Project R1 000 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R1 000 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

o) Master Plan for Electrical Project/Load Flow R1 000 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R1 000 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

p) EPWP/Labour Intensive Construction (LIC) Projects up to R2 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R106,300 + Secondary fee R172,500 = R278,800
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

q) Ad-Hoc Projects (e.g. Dam Safety, Geotechnical, Human settlement: Project Management, Structural Engineer, Coastal Engineer) up to R5 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R237,400 + Secondary fee R372,120 = R 609,520
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

r) Update of IT / Server's Geographic Information Systems (GIS) up to R500 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R500 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

s) Tariff Studies for Water and Electricity up to R500 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R500 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

t) Asset Management/Maintenance Project R500 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R500 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

u) Telemetry/SCADA Projects up to a R500 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R500 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

v) Traffic and Transportation Engineering up to a R500 000 budget (Time basis) (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	R500 000
Discount offered on fees (Maximum of 10% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

w) Human Settlement up to a R20 000 000 budget (VAT exclusive)	
ECSA Fees as per ECSA 2021 fee calculator	Primary fee R1,857,000 + Secondary fee R93,400 = R1,950,400
Discount offered on fees (Maximum of 20% allowed)	%
Fees Offered (Basic fee in item 1, less discount in item 2)	
Recoverable Expenses (Disbursements): Must also include all supervision travel	
Recoverable Offered	
Net amount (VAT exclusive) = 3+4	
15% VAT	
TOTAL OFFER (VAT INCLUSIVE) = 5+6	

SECTION 3.1: MBD1: BID REQUIREMENTS FOR MOSSEL BAY MUNICIPALITY

PART A – INVITATION TO BID

INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER	348/2022/2023	CLOSING DATE	23 JUNE 2023	CLOSING TIME	12h00
DESCRIPTION	APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL INFRASTRUCTURE AND BUILDING PROJECTS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)					

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **POSTED** TO REACH THE TENDER BOX BY CLOSING DATE TO:

The Tender Box
Mossel Bay Municipality
P O Box 25
MOSSEL BAY
6500

OR

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **DEPOSITED** IN THE TENDER BOX BY CLOSING DATE AT:

The Entrance of the Mossel Bay Municipality's Town Hall
101 Marsh Street
MOSSEL BAY

SUPPLIER INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS AND CODE	
STREET ADDRESS	
TELEPHONE NUMBER	
ALTERNATIVE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN	
CIDB REGISTRATION NUMBER (if applicable)	
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME'S & QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	YES	NO	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT	YES	NO	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?		YES/NO (if YES, enclose proof)	
ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED?		YES/NO (if YES, answer Part B)	
TOTAL NUMBER OF ITEMS OFFERED			
TOTAL BID PRICE			
SIGNATURE OF BIDDER			
DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	INFRASTRUCTURE SERVICES
CONTACT PERSON	Mr Deslin Kohler Ms Nicole Saunders Ms Juanita Schutte	CONTACT PERSON	Mr Eric Louw (Water and Sanitation) Mr. Morné Olivier (Electrical Services) Mr Jean Cox (Roads, Transport and Stormwater Services)
TELEPHONE NUMBER	(044) 606-5192 (044) 606-5194 (044) 606-5198	TELEPHONE NUMBER	(044) 606-5270 (044) 606-5083 (044) 606-5252
E-MAIL ADDRESS	dkohler@mosselbay.gov.za nsaunders@mosselbay.gov.za jschutte@mosselbay.gov.za	E-MAIL ADDRESS	elouw@mosselbay.gov.za molivier@mosselbay.gov.za jcox@mosselbay.gov.za

PART B – TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 4.1: MBD4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
4. **Bidders are required to declare any change in directorship or membership during the term of this tender should it have had an influence on the award of the bid.**

4.1	Full Name of Bidder OR his OR her representative	
4.2	Identity Number	
4.3	Position occupied in the Company (director, trustee, shareholder ²)	
4.4	Company Registration Number	
4.5	Tax Reference Number	
4.6	VAT Registration Number	
4.7 The names of all directors/trustees/shareholder's/member, their individual identity numbers and state employee numbers must be indicated in number 4, below.		
4.8 Are you presently in service of the state		YES/NO
4.8.1 If so, furnish particulars		
4.9 Have you been in the service of the state for the past twelve months?		YES/NO
4.9.1 If so, furnish particulars		
4.10 Do you have any relationship (family, friend, other) with persons in service of the state and who may be involved with the evaluation and or adjudication of this bid?		YES/NO
4.10.1 If so, furnish particulars		
4.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?		YES/NO

4.11.1 If so, furnish particulars	
4.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES/NO
4.12.1 If so, furnish particulars	
4.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES/NO
4.13.1 If so, furnish particulars	
4.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES/NO
4.14.1 If so, furnish particulars	

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

(a) a member of –

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

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

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

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

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

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

5. Full details of directors/trustees/members/shareholders:

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.2: MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

4.2.1 Are you by law required to prepare annual financial statements for auditing?	YES/NO
4.2.1.1 If yes , submit audited annual financial statements for the past three years or since the date of establishment during the past three years.	
4.2.2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any service provider in respect of which payment is overdue for more than 30 days?	YES/NO
4.2.2.1 If no , this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.	
4.2.2.2 If yes , furnish particulars:	
4.2.3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES/NO
4.2.3.1 If yes , furnish particulars:	
4.2.4 Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic?	YES/NO
4.2.3.1 If yes , furnish particulars:	

SECTION 4.3: MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- (a) The 90/10 or 80/20 preference point system will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

1.5 Failure on the part of a tenderer to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed. The tenderer is however required to submit the proof or documentation required in terms of this specific goals. That documentation may be requested by the municipality.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Mossel Bay Preferential Procurement Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

- 4.3. 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference
1	20	10
2	18	9
3	16	8
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

B-BBEE Status Level of Contributor	Number of Points for Preference (90/10)	50% of Points for Preference
1	10	5
2	9	4.50
3	8	4
4	5	2.50
5	4	2
6	3	1.50
7	2	1
8	1	0.50
Non-compliant contributor	0	0

- (a) A tenderer must submit proof of its B-BBEE status level contributor [scorecard].
- (b) A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points for B-BBEE status level of contributor.

4.3.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1

B-BBEE Status Level of Contributor :

(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)

4.4. Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality)

- (a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (b) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within the Mossel Bay municipal area	Points for enterprises within the Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	5	3
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

(a) Bidders must submit one of the following in order to receive points for the abovementioned criterion.

- (i) Municipal Account of address as indicated in bid document;
- (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit of the owner stating occupancy.
- (iii) The premises of the bidder as indicated in the MBD6.1 of the bid document as the business address should be established prior to the advertisement date.

4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above) :

(The address provided in 4.5 below, will be used to determine the locality as per 4.4 above)

4.5. MUNICIPAL INFORMATION

Municipality where business is situated :

Registered Account Number :

Stand Number :

DECLARATION WITH REGARD TO COMPANY/FIRM

4.6. Name of company/firm.....

4.7. Company registration number:
.....

4.8. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company

- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.9. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

- 1.
- 2.

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

DATE:

ADDRESS:

.....

.....

SECTION 4.4: MUNICIPAL RATES AND TAXES

Names of Directors/Partners/Senior Managers	Physical residential address of the Directors/Partners/Senior Managers	Residential Municipal Account number(s)	Name of Municipality

*Documentation as indicated in Section 1.2.8.2 must be submitted with the tender document.

DECLARATION

I, **THE UNDERSIGNED** (**NAME** and **SURNAME**)

.....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.5: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs.....
acting in his/her capacity as
of the business trading as
to sign all documentation in connection with

NAME OF MEMBERS/DIRECTORS	SIGNATURE	DATE

Note: If bidders attach a copy of their Authorised Signatory as per Section 1.2.9 of the tender document, it is not necessary to complete this form.

“If a bidder is a sole proprietor, it is not required to complete this form, provided that the tender document was completed and signed by the owner.”

SECTION 4.6: MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.7: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: (Bid Number and Description)

TDR348/2022/2023: APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL INFRASTRUCTURE AND BUILDING PROJECTS

in response to the invitation for the bid made by:

MOSSEL BAY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____
that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax Compliance Status Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations;
 - Points claims in terms of specific goals for locality;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

SECTION 6.1: MBD7.1: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE BIDDER)

BOTH THE SERVICE PROVIDER/SUPPLIER (PART 1) AND THE PURCHASER/LESSEE (PART 2) MUST FILL THIS FORM IN DUPLICATE. BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER/SUPPLIER AND THE PURCHASER/LESSEE WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax Compliance Status Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations;
 - Points claims in terms of specific goals for locality;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
4. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2.	.....
DATE:	.....

SECTION 6.2: MBD7.2: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE PURCHASER)

1. I..... in my capacity as **Director: Infrastructure** accept your bid under reference number **TDR348/2022/2023** dated..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	LOCALITY

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

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

NAME AND SURNAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE

SECTION 6.3: THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

TDR348/2022/2023: APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL INFRASTRUCTURE AND BUILDING PROJECTS

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes ☐ No ☐
CIDB Registration Number(s), if applicable:	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____

ANNEXURE A

CONSULTANT PERFORMANCE EVALUATION

Consultant Performance Evaluation : Stage 1 - Inception / Inaugural

Consultant Name:					
Appointment/Project Name:					
Date / Location:					

PSP to be put onto terms for any Unacceptable, or for two Poor points	1	2	3	4	5
Action Items	Unacceptable / Risk of Appointment Termination	Poor / Not to standard and sub ECSA requirements	The Minimum Requirement as per ECSA	Above minimum / More Effort than ECSA	Very Good / Exceptional Effort
<u>Appointment</u> : Consultant signed the Appointment Letter	Not signed, no valid excuse	Not signed, excuses, signed upon request	Signed within 5 working days	Signed within 3 working days	Signed the same working day
<u>Brief</u> : Consultant was proactive and initiated meeting with Municipality to discuss the project brief, scope and works	Lack of communication or action	No response, Client had to follow up, call a meeting	PSP called & scheduled meeting within a work week	PSP called & scheduled meeting within 3 days	PSP called & scheduled meeting same day
<u>Scope</u> : Consultant accurately defined the Scope of Services and Scope of Work required	Lack of enthusiasm, overall understanding and will to take one project	Lack of proper understanding, giving mixed feedback and show little interest	Basic understanding of Scope & Work to be done	Good understanding with valid and relevant feedback	Showed exceptional understanding and gave proactive feedback
<u>Site</u> : Consultant inspected the site and gave feedback to the Municipality on findings	Was not on site, nor made any effort to do so. Excuses and delays	Was not on site, only did a Desktop study	Went to site, gave feedback on findings to Client	Went to site, did research of the problem, came back with solutions	Site, research, various options, costing and recommendations
<u>Requirements</u> : Consultant informed Client of any requirements e.g. surveys, geotech, Lab tests, wayleaves, external approvals, land ownership	Did not inform Client, client made PSP aware and had to instruct	Did not inform Client. Proceeded with appointing without Client approval	Informed Client, client gave approval	Informed client of various options, quotes, and recommendations	Informed, quotes, costing, various options, presentation, layouts
<u>Overall</u> : Consultant was timely, proactive, and diligent towards all ECSA Stage One requirements	PSP showed lack of willingness, was distracted and irritated	PSP had to be reminded constantly by Client and did not prioritise appointment	PSP achieved the minimum as per ECSA guideline for Stage 1	PSP was very proactive, enthusiastic, gave continual feedback and showed interest	Proactive, feedback, enthusiasm, quality communication, diligent response
Stage 1 Points Achieved	.....		Percentage	 %	
Comments & Signature Municipality :		Comments & Signature Consultant:			

Consultant Performance Evaluation : Stage 2 - Concept, Viability & Preliminary Design

Consultant Firm: _____					
Appointment/Project Name: _____					
Date / Location: _____					
Put PSP on terms for any Unacceptable, or for two Poor points					
1	2	3	4	5	
Unacceptable / Risk of Appointment Termination	Poor / Not to standard and sub ECSA requirements	The Minimum Requirement as per ECSA	Above minimum / More Effort than ECSA	Very Good / Exceptional Effort	
Action Items					
<u>Programme:</u> Consultant provided a suitable and relevant project programme that takes into account Municipal Budget and SCM stage constraints	Did not come prepared or provide any programme	Did not apply his mind or provide a relevant programme	Provided a baseline programme and stages relevant to Scope	Gave programme, and highlighted potential problems	Programme, risks, problems, solutions, alternatives
<u>Design:</u> Consultant provided various relevant preliminary design options and associated costing	No relevant design, no relevant costing, no solution finding	Design was poor and barely relevant to the Scope brief	Provided a basic Engineering design in accordance with Municipal Norms	Provided various design options with costing and benefits	Various options, costing, market research, alternatives
<u>Risk:</u> Consultant discussed all the various benefits, risks, pros & cons of each option, gave concise and clear feedback	Lack of enthusiasm, lack of overall understanding or will to take on project	Lack of proper understanding, giving mixed feedback and show little interest	Basic understanding of Risk wrt Scope & Work to be done	Good understanding with valid and relevant feedback	Showed exceptional understanding and gave proactive solutions
<u>Cashflow:</u> Consultant obtained relevant quotations and/or costings where required. Consultant provided a baseline cashflow or project cost that is relevant and informative	Did very little to nothing since the brief	No cashflow, quotes or costs	Provided a basic cashflow forecast and various stages	Above average cashflow, stages, alternatives	Exceptional detailed cashflow, stages, alternatives, quotes, costing breakdown etc
<u>Best fit:</u> Consultant understood the Scope & Works and provided a design solution that fits Municipal Standards and Norms	Design or solution not feasible and not attainable	Poor solution and design fit	Basic Standard concept and design fit in accordance with Municipal Norms	Above average design with added value	Exception design, showed innovation and out-of-the-box thinking
<u>Overall:</u> Consultant was timely, proactive, and diligent towards all ECSA Stage Two requirements	PSP showed lack of willingness, was distracted and vage	PSP had to be reminded constantly by Client and did not prioritise appointment	PSP achieved the minimum as per ECSA guideline for Stage 2	PSP was very proactive, enthusiastic, gave continual feedback and showed elevated interest	Proactive, feedback, enthusiasm, quality communication, diligent response
Stage 2 Points Achieved	.....		Percentage	 %	
Comments & Signature The Municipality :			Comments & Signature: Consultant PSP:		

Consultant Performance Evaluation : Stage 3 - Design development, Detail Design

Consultant Firm: _____					
Appointment/Project Name: _____					
Date / Location: _____					
Put PSP on terms for any Unacceptable, or for two Poor points	1	2	3	4	5
Action Items	Unacceptable / Risk of Appointment Termination	Poor / Not to standard and sub ECSA requirements	The Minimum Requirement as per ECSA	Above minimum / More Effort than ECSA	Very Good / Exceptional Effort
<u>Roleplayers</u> : Consultant contacted various other roleplayers to obtain approval or input. Consultant requested minimum three quotations for all sub-consultants (OHS, Geotech, ECO) including Client approval	Did very little to nothing since the brief and preliminary stage. Barely made an effort to contact roleplayers	Forgot to contact certain stakeholders or had to be reminded by Client	Consultant made contact with all roleplayers and obtained relevant quotes	Made contact, obtained quotes, gave detailed feedback of roleplayers	Did a comprehensive stakeholder analysis and gave exceptional feedback
<u>Final Design</u> : Consultant discussed the design direction and obtained approval from the Client. Consultant provided a best-fit detailed design solution in line with Municipal Standards & Norms	No relevant design, no relevant costing, no solution finding	Design was poor and barely relevant to the Scope brief	Provided a basic Engineering design in accordance with Municipal Norms	Provided various design options with costing and benefits	Various options, costing, market research, alternatives
<u>Budget</u> : Consultant provided a detailed cashflow for both Construction and PSP fees in line with SDBIP and Budget framework	Lack of enthusiasm, lack of overall understanding or will to take on project	Lack of proper understanding, giving mixed feedback and show little interest	Basic understanding of Risk wrt Scope & Work to be done	Good understanding with valid and relevant feedback	Showed exceptional understanding and gave proactive solutions
<u>BOQ</u> : Consultant provided a BOQ that is in line with Municipal Budget and IDP taking into a	Did very little to nothing since the brief & preliminary	No cashflow, quotes or costs	Provided a basic cashflow forecast and various stages	Above average cashflow, stages, alternatives	Exceptional detailed cashflow, stages, alternatives, quotes, costing breakdown etc
<u>Reports</u> : Consultant submitted the Technical Report and obtained Municipal/Provincial/National approval	No report, only verbal feedback	Poor report, sub standard, lacking	The required reports was submitted as per ECSA Stage 3	Above average reporting with added value and depth	Exception reports, showed initiative and innovation and out-of-the-box thinking
<u>Overall</u> : Consultant was timely, proactive, and diligent towards ECSA Stage Three requirements	PSP showed lack of willingness, was distracted and vage	PSP had to be reminded constantly by Client and did not prioritise appointment	PSP achieved the minimum as per ECSA guideline for Stage 3	PSP was very proactive, enthusiastic, gave continual feedback and showed elevated interest	Proactive, feedback, enthusiasm, quality communication, diligent response
Stage 3 Points Achieved	.....		Percentage	 %	
Comments & Signature: Municipality :		Comments & Signature: Consultant			

Consultant Performance Evaluation : Stage 4 - Document and Procurement - SCM Stage

Consultant Firm: _____					
Appointment/Project Name: _____					
Date / Location: _____					
Put PSP on terms for any Unacceptable, or for two Poor points	1	2	3	4	5
Action Items	Unacceptable / Risk of Appointment Termination	Poor / Not to standard and sub ECSA requirements	The Minimum Requirement as per ECSA	Above minimum / More Effort than ECSA	Very Good / Exceptional Effort
<u>Bid Spec</u> : Consultant initiated the Tender process and followed up proactively with SCM. Consultant presented a clear and precise Bid Specification brief. Consultant was informative, up to speed, and gave valuable input during the BSM on all aspects and costing.	Very poorly executed Bid Spec and presentation	Bid spec was poorly executed, various frustrations and unanswered questions, consultant had to be reminded	Consultant arrange the required Bid Spec and provided the basic information	Consultant was proactive in arranging the Bid Spec and gave valuable input	Consultant went above and beyond to arrange and present
<u>Clarification Meeting</u> : Consultant presented a clear and precise Tender Site Clarification Meeting. Consultant presented a well crafted PowerPoint presentation with photos and graphs. Consultant provided Minutes and Addendums where required	Clarification was not successful, vague and poses a risk for over-pricing	Clarification was lacking data, photos, graphs, costs, timeframes, spec.	Clarification meeting was held professional and to the point	Clarification was above the norm and very informative	Presentation was exceptional with quality material and feedback
<u>Bid Evaluation</u> : Consultant provided a Bid Evaluation report as per Municipal Norms. The Bid Evaluation Report was done accurately and as per SCM guidelines, taking into account a proper vetting and pre-qualification analysis.	Lack of enthusiasm, lack of overall understanding or will to take on project	Lack of proper understanding, giving mixed feedback and show little interest	Basic understanding of Risk wrt Scope & Work to be done	Good understanding with valid and relevant feedback	Showed exceptional understanding and gave proactive solutions
<u>Tender outcome</u> : The Tender prices received was in line with Consultant estimates. Scope renegotiation with the Client and the Contractor took place ensuring construction within the available municipal budget	Tender was cancelled, not successful	Tender prices was too high, or too low, due to fault by Consultant	Tender prices was in line with PSP estimate and Municipal Budget	Tender prices came within 10% of estimate	Tender prices came within 5% of estimate
<u>Batch Orders</u> : Consultant provided a comprehensive Vote split allocation for both PSP and construction in alignment with the available budget and the Tender Costs. Split took into consideration the various votes, scope renegotiation and contingencies.	no split, no votes, not usable	Had to request and remind PSP for vote split, split as incorrect	Basic vote split was provided	Vote split was given proactively without asking	Vote split and scope renegotiation was done proactively and successful
<u>Overall</u> : Consultant was timely, proactive and diligent towards all ECSA Stage Four requirements	PSP showed lack of willingness, was distracted and vague	PSP had to be reminded constantly by Client and did not prioritize appointment	PSP achieved the minimum as per ECSA guideline for Stage 4	PSP was very proactive, enthusiastic, gave continual feedback and showed elevated interest	Proactive, feedback, enthusiasm, quality communication, diligent response
Stage 4 Points Achieved	*****		Percentage	***** %	
Comments & Signature: Municipality : _____		Comments & Signature: Consultant: _____			

Consultant Performance Evaluation : Stage 5 - Contract Administration, Inspection & Monitoring

Consultant Firm: _____					
Appointment/Project Name: _____					
Project Meeting No. / Date / Location: _____					
Put PSP on terms for any Unacceptable, or for two Poor points	1	2	3	4	5
Action Items	Unacceptable / Risk of Appointment Termination	Poor / Not to standard and sub ECSA requirements	The Minimum Requirement as per ECSA	Above minimum / More Effort than ECSA	Very Good / Exceptional Effort
<u>Meetings:</u> Consultant called for a kick-off, inaugural meeting. Consultant managed all required sub-consultants (OHS Safety Rep, ECO, TSO)	Terrible meeting. Was frustrating and waste of time	Client had to remind PSP. Meeting was done poorly. Very little attendance	Normal meeting was held with all present	Meeting was proactively called for taking into account everyone's schedule.	Great meeting, successful, proactive, informative, well prepared and executed
<u>Control:</u> Consultant chaired Project meeting effectively and efficiently. Consultant dealt with Contractual items. Consultant followed up on action items. Consultant was prepared for meetings and queries	Clarification was not successful, vague and poses a risk for over-pricing	Clarification was lacking data, photos, graphs, costs, timeframes, spec.	Consultant stuck to the action items and followed up	Consultant managed to sort out most of the items beforehand with requiring Client help	Meetings were done exceptionally professional and strict, PSP was proactive on all fronts
<u>Action:</u> Consultant took action w.r.t. GCC, performance, incidents etc. Consultant kept to approved Budget, Scope and timelines	PSP was wasting time and Client had to manage and take control	Lack of project control, budget, safety, Traffic, Environmental or Change	Overall Budget, Scope and timeframes was achieved	PSP took control and was proactive without the need for Client intervention	PSP managed all aspects and had full control of Project
<u>Budget:</u> Consultant obtained official municipal approval for the releasing of contingencies and/or expansion prior to commencing with the additional scope	PSP was wasting time and Client had to manage and take control	No control, lack of approvals, Client had to intervene	Batch/Bulk Orders, Change variation and Contingencies was managed effectively	PSP took control and was proactive without the need for Client intervention	PSP managed all aspects and had full control of Project
<u>Labour:</u> Consultant ensured the project was registered and local labour documentation are correct and up to date with every payment certificate	Lack of response and control	Had to request and remind PSP for registration, Labour forms and data	Basic requirements met	PSP took control and was proactive without the need for Client intervention	PSP managed all aspects and had full control of Project
<u>Completion:</u> Consultant was proactive w.r.t. snagging and Completion. Consultant provided the required As-Built drawings, Final BOQ and captured the GIS information on the Municipal portal	PSP was wasting time and Client had to manage and take control	Had to request and remind PSP or intervene	Basic requirements met	PSP took control and was proactive without the need for Client intervention	PSP managed all aspects and had full control of Project
<u>Overall:</u> Consultant was timely, proactive and diligent towards all ECSA Stage Five requirements	PSP showed lack of willingness, was distracted, vague, arrogant and wasteful	PSP had to be reminded constantly by Client and did not prioritize appointment	PSP achieved the minimum as per ECSA guideline for Stage 5	PSP was very proactive, enthusiastic, gave continual feedback and showed elevated interest	Proactive, feedback, enthusiasm, quality communication, diligent response
Stage 5 Points Achieved	.....		Percentage	 %	
Overall Points Achieved Stages 1-5	.....		Percentage	 %	
Comments & Signature: Municipality : _____		Comments & Signature Consultant: _____			

Consultant Performance Evaluation : Stage 6 - Close Out - Final Approval

Consultant Firm: _____					
Appointment/Project Name: _____					
Date / Location: _____					
Put PSP on terms for any Unacceptable, or for two Poor points	1	2	3	4	5
Action Items	Unacceptable / Risk of Appointment Termination	Poor / Not to standard and sub ECSA requirements	The Minimum Requirement as per ECSA	Above minimum / More Effort than ECSA	Very Good / Exceptional Effort
<u>Site visit:</u> Consultant was on site within the 12 month defects period	PSP was not on site, did not respond or follow up or take control	PSP was not on site and Client had to report defects	PSP was on site, reported defects timely	PSP made regular site visits and was proactive with communication	PSP was on site multiple times, was proactive and took exceptional interest in project performance
<u>Defects:</u> Consultant assisted with any latent defects, claims, correspondence & issues	PSP is lacking, not responding, Client to take control	PSP was not proactive, Client had to report & manage defects	PSP managed defects timely	PSP was helpful with all defects and assisted above the norm	PSP made exceptional contribution to the defects problems that arose
<u>Inspection:</u> Consultant called for a Final Approval site inspection to confirm that all Defects was done successfully.	PSP was wasting time and Client had to manage and take control	No control, lack of action, Client had to intervene	Final Approval meeting was held	PSP took control and was proactive without the need for Client intervention	PSP managed all aspects and had full control
<u>Approval:</u> Consultant submitted Final Approval Certificate and release of Retention timely certificate	PSP was wasting time and Client had to manage and take control	No control, lack of approvals, Client had to intervene	Batch/Bulk Orders, Change variation and Contingencies was managed effectively	PSP took control and was proactive without the need for Client intervention	PSP managed all aspects and had full control of Project
<u>Overall:</u> Consultant was timely, proactive and diligent towards all ECSA Stage Six requirements	PSP showed lack of willingness, was distracted, vague, arrogant and wasteful	PSP had to be reminded constantly by Client and did not prioritize appointment	PSP achieved the minimum as per ECSA guideline for Stage 6	PSP was very proactive, enthusiastic, gave continual feedback and showed elevated interest	Proactive, feedback, enthusiasm, quality communication, diligent response
Stage 6 Points Achieved	.....		Percentage	 %	
Overall Points for all stages 1-6	.....		Overall %	 %	
Comments & Signature: Municipality :		Comments & Signature: Consultant:			