



MERAFONG CITY LOCAL MUNICIPALITY

**APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR
CIVIL/STRUCTURAL ENGINEERING; MECHANICAL ENGINEERING;
ELECTRICAL ENGINEERING; ARCHITECT CONSULTANTS;
ENVIRONMENTAL CONSULTANTS; OCCUPATIONAL HEALTH AND SAFETY
CONSULTANTS; LAND SURVEYORS; TRANSPORTATION ENGINEERS;
GEOLOGISTS; PROJECT MANAGEMENT CONSULTANTS) FOR A PERIOD OF
THREE YEARS, AS AND WHEN REQUIRED**

BID NUMBER: ID (PMU) 03/07/2526

| | |
|---------------------------------|--|
| Name of Company | |
| Name of Representative | |
| Physical Address | |
| Postal Address | |
| Contact Number: | Tel . _____ Fax . _____ Cell . _____ |
| B-BBEE Contributor Status Level | |
| CSD Registration Number | |
| SARS Tax Pin Number | |
| Tender Amount | R (as per pricing schedules pgs 43 to 52) |

Prepared for:

Merafong City Local
Municipality
3 Halite Street
Carletonville
2499

Prepared By:

Merafong City Local Municipality
3 Halite Street
Carletonville
2499



MERAFONG CITY LOCAL MUNICIPALITY

03 HALITE, CARLETONVILLE, 2499 - TEL (018) 788 9500

For Bid Document Enquiry: B Tsotso 018 788 9692

E-Mail: btsotso@merafong.gov.za

BID NOTICE

| BID NO. | DESCRIPTION | FUNCTIONALITY | DOCUMENT AVAILABILITY | CLOSING DATE | ENQUIRIES |
|-----------------------|---|--|-----------------------|-------------------------------|--|
| ID(PMU) 03/07/2526 | <p>APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS:</p> <ul style="list-style-type: none"> • CIVIL/STRUCTURAL ENGINEERING; • MECHANICAL ENGINEERING; • ELECTRICAL ENGINEERING; • ARCHITECT CONSULTANTS; • ENVIRONMENTAL CONSULTANTS; • OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS; • LAND SURVEYORS; • TRANSPORTATION ENGINEERS; • GEOLOGISTS; • PROJECT MANAGEMENT CONSULTANTS, <p>FOR A PERIOD OF THREE YEARS.</p> | Minimum of 70/100 for functionality to proceed to next evaluation stage. | 25 August 2025 | 23/09/2025 @ 10H00 @ SCM Unit | <p>Ms. S Molosi</p> <p>018 788 9500, email: smolosi@merafong.gov.za</p> |

Bids are hereby invited based on the above-mentioned information.

Bid documents will be available for the non-refundable fee of R 1 322.62 VAT inclusive (proof of payment must be attached with the returnable document) on weekdays from 07:30 until 15:30, at Merafong Local Municipality at SCM offices situated on the corner of Gold and Halite Street, Carletonville, 2499.

NB: Bid documents will also be made available electronically on eTenders portal and can also be emailed on request upon receiving the EFT proof of payment.

Kindly note that the bidders who have submitted tenders of the previous bid that had a closing date of 2 May 2025 do not have to pay for the tender document. They must email their proof of payment to sndolela@merafong.gov.za and bsotso@merafong.gov.za. Once the email is received then a new tender document will be sent to the bidder.

Bidders who will be buying the documents for the first time must send proof of payment to the above mentioned email addresses.

Merafong City LM Banking Details- Nedbank Current Account No: 1454087331

Bids are to be completed in accordance with the conditions contained in the bid documents and must be placed in a sealed envelope and externally endorsed:

ID(PMU)03/07/2526 - APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS:

- **Civil/Structural engineering**
- **Mechanical Engineering**
- **Electrical Engineering**
- **Architect Consultants**
- **Environmental Consultants**
- **Occupational Health and Safety Consultants**
- **Land Surveyors**
- **Transport Engineers**
- **Geologists**
- **Project Management Consultants**

For A Period Of Three Years, As And When Required.

Bids must be deposited in Bid Box 1, situated at the Revenue Section, Cnr Halite and Gold Street, Carletonville, open between 07h30 and 16h00. Bids will be opened immediately thereafter, in public.

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

1. Companies must be registered on the CSD database and suppliers must submit a comprehensive CSD report not older than 3 months, link: www.csd.gov.za
2. Attach municipal account for rates and taxes for both company and directors appearing in the CIPC documents (not older than 3 months). If the statement of municipal account is not in the company and/or shareholder(s)/ owner(s) /partner(s)/director(s) names, submit a copy of the Lease Agreement with proof of payment for 3 months from the Bank (proof of EFT payments, or similar transactions, required – no bank statements).
3. Certified copies of Identity Documents (IDs) for all shareholder(s) /owner(s) /partner(s)/director(s) registered on CIPC documentation (CK forms, etc.).
4. Copies of Company Registration documents (CK 1, etc.) must be submitted.

5. Bidders must attach a valid tax PIN certificate.
6. **NB: EVALUATION OF THE BID:** The evaluation of proposals/bids will be conducted as follows:
 - 6.1. Administrative compliance requirements.
 - 6.2. Assessment of functionality
 - 6.3. 80/20 Preference point scoring system
7. 80/20 Preference point scoring system will apply, where 80 points will be allocated for price only and 20 Specific goals points scored when required.
8. Attach receipt as proof of purchase of the bid document and ensure that the receipt is secured in the document.
9. Any corrections on the bid documentation must be dealt with as follows: draw a line through the incorrect statement and initial next to such deletion. Provide the correct statement next to the deletion and initialling.

TERMS AND CONDITIONS:

1. Failure to comply with these conditions will result in immediate disqualification of bids.
2. The Merafong City Local Municipality (MCLM) does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid or to withdraw the tender.
3. All bid documentation is to be completed in black ink.
4. Bids which are late, incomplete, unsigned, use of tippex, contain incorrectly dealt with deletions, completed in pencil, submitted by facsimile or electronically, will not be accepted.
5. Bids submitted are to hold good for a period of 90 working days.
6. Bids must only be submitted on the documentation provided by the MCLM (original bid documents) and the bid documentation must be initialled on each page by the authorised representative of the entity submitting the bid.
7. Bid documentation may not be taken apart and pages must follow sequentially.
8. Point of appointment will be Carletonville and all travel arrangements will be measured from Carletonville to the site.
9. Disbursements will be in terms of the Department of Public Works and Infrastructure tariffs and based on proven costs.
10. Price calculations will be based on the amount excluding VAT.

.....
D.D. Mabuza
Municipal Manager
Merafong City Local Municipality

FUNCTIONALITY

1. EVALUATION CRITERIA

Minimum requirement for Functionality Criteria is 70 out of 100 (70/100).

2. FUNCTIONALITY CRITERIA

| CRITERIA | POINTS ALLOCATION |
|---|--------------------------|
| Applied per category or discipline as defined | 90 |
| Professional Service Provider Quality Management plan or system | 10 |
| Total | 100 |

CATEGORY A

Bidders must obtain functionality pass of 70 out of 100 points to be considered as responsive for Category A + Category B for further consideration under pricing.

All CVs to be provided in template format attached.

2.1. Civil/Structural Engineering

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|--|--------------------------|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 30 |
| 1.1 | 1 x Professional Engineer / Technologist (Civil) (Degree and/or Advanced Diploma NQF 7) (ECSA Registered) – <i>Name to be stated below and CV to be provided</i> | 15 |
| 1.2 | 1 x Professional Engineer / Technologist (Structural) (Degree and/or Advanced Diploma NQF 7) (ECSA Registered) <i>Name to be stated below and CV to be provided.</i> | 15 |
| 2. | Technical and Support Staff | Max 20 |
| 2.1 | 1 x Technicians/Technologists (National Diploma in Civil Engineering NQF 6 or higher) <i>Name to be stated below and CV to be provided.</i> | 10 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|---|-------------------|
| | | |
| 2.2 | 1 x Draughts Persons/CAD Operators (Draughting certificate NQF 5 OR higher) <i>Name to be stated below and CV to be provided.</i> | 5 |
| 2.3 | 1 x Site Supervisor (NQF 4 OR higher) <i>Name to be stated below and CV to be provided.</i> | 3 |
| 2.4 | 1 x Administrative Staff (NQF 2 OR higher) | 2 |
| 3. | Infrastructure and Technology | Max 10 |
| 3.1 | Fully Operational Office including Computer Hardware (supported by documentary evidence) | 5 |
| 3.2 | Training Certificates for operating various Engineering design Software | 5 |
| 4. | Labour Intensive Design and Construction Methods and SMME Development | Max 10 |
| 4.1 | Proof of NQF Level 5 accreditation: Manage Labour Intensive Construction Projects <i>Name to be stated below and CV to be provided.</i> | 10 |
| 5. | Relevant Experience (projects undertaken) | Max 20 |
| 5.1 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u>:</p> <p>3 x appointments 20 2 x appointments 10 1 x appointment 5</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>:</p> <p>3 x appointments 10 2 x appointments 5 1 x appointment 3</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>:</p> <p>3 x appointments 5 2 x appointments 3 1 x appointment 1</p> | |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|--|------------------------|-------------------|
| | Total points | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments as well as supported by reference letters, not older than three (3) months, from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|-------------|-----------|-----------|-----------|
| | | | |

2.2. Mechanical Engineering

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|--|-------------------|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 30 |
| 1.1 | 1 x Professional Engineer (Mechanical) (ECSA Registered NQF 7 OR higher) <i>Name to be stated below and CV to be provided.</i> | 15 |
| 1.2 | 1 x Professional Technologist (Mechanical) (ECSA Registered, Advanced Diploma NQF 7) <i>Name to be stated below and CV to be provided.</i> | 15 |
| 2. | Technical and Support Staff | Max 20 |
| 2.1 | 2 x Technicians (National Diploma in Mechanical Engineering NQF 6 or higher) <i>Name to be stated below and CV to be provided.</i> <i>Name to be stated below and CV to be provided.</i> | 10 |
| 2.2 | 1 x Draughts Persons / CAD Operators (Draughting certificate NQF 5 OR higher) <i>Name to be stated below and CV to be provided.</i> | 5 |
| 2.3 | 1 x Site Supervisor (NQF 4 OR higher) <i>Name to be stated below and CV to be provided.</i> | 3 |
| 2.4 | 1 x Administrative Staff (NQF 2 OR higher) | 2 |
| 3. | Infrastructure and Technology | Max 10 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----|---|----------------------|
| 3.1 | Fully Operational Office including Computer Hardware (supported by documentary evidence) | 5 |
| 3.2 | Training Certificates for operating various Engineering design Software | 5 |
| 4. | Labour Intensive Design and Construction Methods and SMME Development | Max 10 |
| 4.1 | Proof of NQF Level 5 accreditation: Manage Labour Intensive Construction Projects <i>Name to be stated below and CV to be provided.</i> | 10 |
| 5. | Relevant Experience (projects undertaken) | <u>Max 20</u> |
| 5.1 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u>:</p> <p>3 x appointments 20 2 x appointments 10 1 x appointment 5</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>:</p> <p>3 x appointments 10 2 x appointments 5 1 x appointment 3</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>:</p> <p>3 x appointments 5 2 x appointments 3 1 x appointment 1</p> | |
| | Total points | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments as well as supported by reference letters, not older than three (3) months, from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|---------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

2.3. Electrical Engineering

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----|--|-------------------|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 30 |
| 1.1 | 1 x Professional Engineer (Electrical) (ECSA Registered NQF 7 OR higher) <i>Name to be stated below and CV to be provided.</i> | 15 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|--|---|
| | | |
| 1.2 | 1 x Professional Technologist (Electrical) (ECSA Registered, Advanced Diploma NQF 7 OR higher) <i>Name to be stated below and CV to be provided.</i> | 15 |
| 2. | Technical and Support Staff | Max 20 |
| 2.1 | 2 x Technicians (National Diploma in Electrical Engineering NQF 6 or higher) <i>Name to be stated below and CV to be provided.</i> <i>Name to be stated below and CV to be provided.</i> | 15 |
| 2.2 | 1 x Site Supervisor (NQF 4 OR higher) <i>Name to be stated below and CV to be provided.</i> | 3 |
| 2.3 | 1 x Administrative Staff (NQF 2 OR higher) | 2 |
| 3. | Infrastructure and Technology | Max 10 |
| 3.1 | Fully Operational Office including Computer Hardware (supported by documentary evidence) | 5 |
| 3.2 | Training Certificates for operating various Electrical engineering Designs Software | 5 |
| 4. | Designing Methodology | Max 10 |
| 4.1 | Design methodology to cover: substations and lines, electrification, project management, OHS plan | 10 |
| 5. | Relevant Experience (projects undertaken) | Max 20 |
| 5.1 | Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u>: 3 x appointments 2 x appointments 1 x appointment Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>: 3 x appointments 2 x appointments 1 x appointment | 20 10 5 10 5 3 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|--|---|-------------------|
| | Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>: 3 x appointments 2 x appointments 1 x appointment | 5 3 1 |
| | Total | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments as well as supported by reference letters, not older than three (3) months, from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|---------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

2.4. Architect Consultant

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|---|-------------------|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 30 |
| 1.1 | 1 x Professional Architect (SACAP Registered NQF 7 OR higher) <i>Name to be stated below and CV to be provided.</i> | 15 |
| 1.2 | 1 x Professional Architectural Technologist (SACAP Registered, Advanced Diploma NQF 7 OR higher) <i>Name to be stated below and CV to be provided.</i> | 15 |
| 2. | Technical and Support Staff (minimum of 1 person) | Max 20 |
| 2.1 | 2 x Technicians (NQF 6 or higher) <i>Name to be stated below and CV to be provided.</i> <i>Name to be stated below and CV to be provided.</i> | 10 |
| 2.2 | 1 x Draughts Persons / CAD Operators (Draughting certificate NQF 5 OR higher) <i>Name to be stated below and CV to be provided.</i> | 5 |
| 2.3 | 1 x Site Supervisor (NQF 4 OR higher) <i>Name to be stated below and CV to be provided.</i> | 3 |
| 2.4 | 1 x Administrative Staff (NQF 2 OR higher) | 2 |
| 3. | Infrastructure and Technology | Max 20 |
| 3.1 | Fully Operational Office including Computer Hardware and software (supported by documentary evidence) | 10 |
| 3.2 | Training Certificate/s for operating various engineering Designs Software | 10 |
| 4. | Relevant Experience (projects undertaken) | Max 20 |
| 4.1 | Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u>: 3 x appointments 2 x appointments | 20 10 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|--|--|-------------------|
| | 1 x appointment | 5 |
| | Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>: | |
| | 3 x appointments | 10 |
| | 2 x appointments | 5 |
| | 1 x appointment | 3 |
| | Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>: | |
| | 3 x appointments | 5 |
| | 2 x appointments | 3 |
| | 1 x appointment | 1 |
| | Total | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments as well as supported by reference letters, not older than three (3) months, from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|-------------|-----------|-----------|-----------|
| Employer | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

2.5. Environmental Consultants

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|---|-------------------|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 50 |
| 1.1 | 1 or more x Professional Environmentalist (SACNASP Registered NQF 7 OR equivalent) <i>Name to be stated below and CV to be provided.</i> | 50 |
| 2. | Infrastructure and Technology | Max 20 |
| 2.1 | Fully Operational Office including Computer Hardware and software (supported by documentary evidence) | 10 |
| 2.2 | Training Certificate/s for operating various relevant Software | 10 |
| 3. | Relevant Experience (projects undertaken) | Max 20 |
| 3.1 | Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u> : 3 x appointments 2 x appointments 1 x appointment Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u> : | 20 10 5 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|--|---|---------------------------------|
| | 3 x appointments 2 x appointments 1 x appointment Attach appointment letters of <u>successfully</u> completed projects within the last fifteen (15) years: 3 x appointments 2 x appointments 1 x appointment | 10 5 3 5 3 1 |
| | Total | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments as well as supported by reference letters, not older than three (3) months, from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|---------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

2.6. Occupational Health and Safety Consultants

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----|--|---|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 50 |
| 1.1 | 1 or more x Professional Occupational Health and Safety Agent (SACPCMP Registered NQF 7 OR higher) <i>Name to be stated below and CV to be provided.</i> | 50 |
| 2. | Infrastructure and Technology | Max 20 |
| 2.1 | Fully Operational Office including Computer Hardware and software (supported by documentary evidence) | 10 |
| 2.2 | Training Certificate/s for operating various engineering Designs Software | 10 |
| 3. | Relevant Experience (projects undertaken) | Max 20 |
| 3.1 | Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u>: 3 x appointments 2 x appointments 1 x appointment Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>: 3 x appointments 2 x appointments 1 x appointment | 20 10 5 10 5 3 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|--|---|-------------------|
| | Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>: 3 x appointments 2 x appointments 1 x appointment | 5 3 1 |
| | Total | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments as well as supported by reference letters, not older than three (3) months, from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|---------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

2.7. Land Surveyor

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|---|-------------------|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 40 |
| 1.1 | <p>1 or more x Professional Surveyors (SAGC Registered NQF 7 OR higher)</p> <p><i>Name to be stated below and CV to be provided.</i></p> <p>.....</p> <p><i>Name to be stated below and CV to be provided.</i></p> <p>.....</p> | 40 |
| 2. | Technical and Support Staff | Max 20 |
| 2.1 | <p>2 x Technicians NQF 5 or higher</p> <p><i>Name to be stated below and CV to be provided.</i></p> <p>.....</p> <p><i>Name to be stated below and CV to be provided.</i></p> <p>.....</p> | 15 |
| 2.2 | <p>1 x Draughts Persons / CAD Operators (Draughting certificate NQF 5 OR higher)</p> <p><i>Name to be stated below and CV to be provided.</i></p> <p>.....</p> | 3 |
| 2.3 | <p>1 x Administrative Staff (NQF 2 OR higher)</p> | 2 |
| 3. | Infrastructure and Technology | Max 10 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|----------|---|-------------------|
| 3.1 | Fully Operational Office including Computer Hardware and software (Supported by documentary evidence) | 5 |
| 3.2 | Training Certificate/s for operating various engineering Designs Software | 5 |
| 4 | Relevant Experience (projects undertaken) | Max 20 |
| 4.1 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u>:</p> <p>3 x appointments 20 2 x appointments 10 1 x appointment 5</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>:</p> <p>3 x appointments 10 2 x appointments 5 1 x appointment 3</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>:</p> <p>3 x appointments 5 2 x appointments 3 1 x appointment 1</p> | |
| | Total | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments as well as supported by reference letters, not older than three (3) months, from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|-------------|-----------|-----------|-----------|
| | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

2.8. Transportation Engineering

Scope of Services

The panel of Traffic Engineers shall provide but not limited the following traffic engineering services:

- i Coordination and implementation of Integrated Transport Plan and Spatial Framework objectives.
- ii Evaluation of Traffic Impact Studies and Site Traffic Assessments.
- iii Compilation of Traffic Impact Studies and Site Traffic Assessments.
- iv Technical inputs for new Township applications, rezoning, etc.
- v Control and enforcement of conditions imposed on developers.
- vi Liaison with other road authorities (provincial, national etc.) with regard for proposed development.
- vii Facilitation of discussions with roleplayers including potential investors, developers and other traffic engineers.
- viii Management of the finalization of road reserve requirements for proposed upgrading to reserve land for future roads and do Preliminary design (basic planning) to identify potential property expropriation, impacts on structures and services and the need for relocation.

- ix Preparation of estimated cost calculations for each project.

Information Gathering

The appointed panel of Service Providers will be expected to make contact with the relevant officials and units within the local, provincial and national spheres of government or any entity holding information relevant to each project to obtain relevant information that will be required for the project when a need arise.

Existing information which is available within the MCLM's Directorate Planning and Human Settlements and MCLM's Directorate Roads and Transport will be made available to the relevant appointed service provider/s once a need arises or during the execution of a specific project.

In the case where the service provider needs a letter to confirm the mandate for requesting information from the different spheres of government or parastatals, the MCLM will provide the requested letter.

Notwithstanding anything written in this scope of works, the responsibility for collecting information necessary for the successful execution of the project remains entirely with the appointed service provider.

Reporting

During the execution of a specific project, the appointed service provider will be required to submit regular progress reports and attend meetings at intervals as will be determined by the project team or steering committee managing the project.

All information captured and or used during the execution of a specific project; to generate the outputs of the project will remain the property of the MCLM. The MCLM will retain copyright and all associated intellectual rights thereof.

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|---|--------------------------|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 40 |
| 1.1 | 1 x Professional Engineer / Technologist (Transportation) (Degree and/or Advanced Diploma NQF 7) (ECSA Registered) – <i>Name to be stated below and CV to be provided</i> | 40 |
| 2. | Technical and Support Staff | Max 20 |
| 2.1 | 1 x Technicians/Technologists (National Diploma in Civil Engineering NQF 6 or higher) <i>Name to be stated below and CV to be provided.</i> | 18 |
| 2.2 | 1 x Administrative Staff (NQF 2 OR higher) | 2 |
| 3. | Infrastructure and Technology | Max 10 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----|--|---|
| 3.1 | Fully Operational Office including Computer Hardware (supported by documentary evidence) | 5 |
| 3.2 | Training Certificates for operating various Engineering design Software | 5 |
| 5. | Relevant Experience (projects undertaken) | Max 20 (5 categories maximum score (not exceeding 20 per category) to be divided by 5) and categories qualified for to be listed on the panel. |
| 5.1 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u> (Traffic Impact Studies):</p> <p>3 x appointments 20 2 x appointments 10 1 x appointment 5</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>:</p> <p>3 x appointments 10 2 x appointments 5 1 x appointment 3</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>:</p> <p>3 x appointments 5 2 x appointments 3 1 x appointment 1</p> | |
| 5.2 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u> (Road Master Plan/Integrated Transport Plans):</p> <p>3 x appointments 20 2 x appointments 10 1 x appointment 5</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>:</p> <p>3 x appointments 10 2 x appointments 5 1 x appointment 3</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>:</p> | |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----|---|--|
| | 3 x appointments 2 x appointments 1 x appointment | 5 3 1 |
| 5.3 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years (Site Traffic Assessment):</u></p> 3 x appointments 2 x appointments 1 x appointment <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years:</u></p> 3 x appointments 2 x appointments 1 x appointment <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years:</u></p> 3 x appointments 2 x appointments 1 x appointment | 20 10 5 10 5 3 5 3 1 |
| 5.4 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years (Parking Studies):</u></p> 3 x appointments 2 x appointments 1 x appointment <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years:</u></p> 3 x appointments 2 x appointments 1 x appointment <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years:</u></p> 3 x appointments 2 x appointments 1 x appointment | 20 10 5 10 5 3 5 3 1 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----|--|---|
| 5.5 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u> (Public Transport and Transportation Systems):</p> <p>3 x appointments 2 x appointments 1 x appointment</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>:</p> <p>3 x appointments 2 x appointments 1 x appointment</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>:</p> <p>3 x appointments 2 x appointments 1 x appointment</p> | <p>20 10 5</p> <p>10 5 3</p> <p>5 3 1</p> |
| | Total points | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments in the respective categories points have been claimed for here above as well as supported by reference letters, not older than three (3) months (clearly identifying the respective categories in the project descriptions here below), from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|-------------|-----------|-----------|-----------|
| | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 7 | PROJECT 8 | PROJECT 9 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 10 | PROJECT 11 | PROJECT 12 |
|--------------------------|------------|------------|------------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 13 | PROJECT 14 | PROJECT 15 |
|--------------------------|------------|------------|------------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

2.9. Geologist

The MCLM requires the services of engineering geologists at various times on various projects.

The purpose of this scope of works is, *inter alia*, to compile a panel of professional service providers with experience in geological investigations for water and sanitation infrastructure inclusive of pipelines and ground conditions for foundations for reservoirs, pumpstations, human settlements and all relevant infrastructure.

It should be noted that the MCLM is located in dolomitic areas and that all geological services provided should be acutely underpinned by associated considerations. It should furthermore be noted that geological reports provided may be referred to the relevant dolomitic professional institution/s for peer review and/or assessment.

Project Description and Scope of Work

The purpose of this scope of work is to outline the geotechnical investigation services required for water infrastructure projects, including pipelines, pump stations, reservoirs, treatment works and integrated human settlements. The appointed service provider will be responsible for conducting detailed geotechnical field investigations, laboratory testing, and engineering analysis to provide recommendations for, *inter alia*, foundation design and construction.

The investigations and assessments shall be carried out in compliance with the Natural Scientific Professions Act (Act 27 of 2003) and relevant geotechnical engineering standards.

The appointed professional service provider shall perform comprehensive geotechnical investigations for proposed pipelines, pump stations, reservoirs, treatment works and integrated human settlements in accordance with the project requirements.

The scope of work includes, but is not limited to, the following activities:

i Geotechnical Investigations

The geotechnical investigation shall include the following field and laboratory testing as applicable to the type of infrastructure as outlined in the table below as well as the stated NHBRC requirements.

ii Geotechnical Analysis and Reporting

The professional service provider shall compile and submit a comprehensive Geotechnical Investigation Report, which shall include, *inter alia*, the following:

- (a) Summary of fieldwork and laboratory testing conducted;
- (b) Soil and/or rock classification results;
- (c) Geotechnical parameters for design purposes;
- (d) Assessment of soil strength, bearing capacity, and settlement characteristics;
- (e) Identification of potential geotechnical hazards (e.g., collapsible soils, expansive clays, groundwater conditions); and,
- (f) Mitigation measures for site-specific geotechnical challenges.

iii Deliverables

The professional service provider shall provide, as a minimum, the following key deliverables:

- (a) Geotechnical Investigation Report, including:
 - Site investigation results and test data;
 - Soil and rock classification;
 - Geotechnical parameters;
 - Engineering recommendations for foundation design (if applicable); and,
 - Any required geotechnical mitigation measures.
- (b) Laboratory test results with interpretations and recommendations;
- (c) Borehole and trial pit logs with detailed descriptions;
- (d) Groundwater assessment report (if required); and,
- (e) Any additional reports or documentation required by the project scope.

Engagement with Stakeholders

The incumbent Service Provider shall be required to engage with the various Stakeholders involved. These include, but are not limited to, Ward Councillors, Community Members, Client Line Department Representatives etc.

Respondents are required to have been actively involved in the following description of work (All in terms of the Natural Scientific Professions Act (Act 27 of 2003)):

| Pipelines | Pump Stations | Reservoirs / Treatment Works |
|--|--|--|
| <ul style="list-style-type: none"> • Trial pit soil profiling • Material classification • Soil profiling • Dynamic Cone Penetrometer (DCP) testing • California Bearing Ratio (CBR) testing • Density testing • Moisture content testing • Mod AASHTO baseline set • Foundation recommendations • Corrosive Test • Any other geotechnical field investigations or laboratory testing as required for pipelines water or wastewater pipelines. | <ul style="list-style-type: none"> • Trial pit soil profiling • Borehole drilling and Standard Penetration Test (SPT) • Soil/rock core extraction and profiling • DCP testing and publication of results • California Bearing Ratio (CBR) testing • Shear strength tests (triaxial, direct shear) • Consolidation tests for settlement analysis • Foundation recommendations • Moisture content testing • Mod AASHTO baseline set • Density testing • Groundwater table assessment • Uniaxial Compressive Strength Test | <ul style="list-style-type: none"> • Trial pit soil profiling • Borehole drilling and SPT • Soil/rock core extraction and profiling • DCP testing • Shear strength tests (triaxial, direct shear) • Permeability testing for water retention assessment • Density testing • Moisture content testing • Mod AASHTO baseline set • California Bearing Ratio (CBR) testing • Foundation recommendations • Liquefaction analysis (if applicable) • Groundwater table assessment |

| Pipelines | Pump Stations | Reservoirs / Treatment Works |
|-----------|---|---|
| | <ul style="list-style-type: none"> • Unconfined Compressive Strength Test • Any other geotechnical field investigations or laboratory testing as required for water or wastewater pump stations | <ul style="list-style-type: none"> • Uniaxial Compressive Strength Test • Unconfined Compressive Strength Test • Foundation Indicator Test • Consolidation test • Any other geotechnical field investigations or laboratory testing as required for reservoirs and treatment works |

Compile and submit a detailed Geotechnical Investigation Report of the ground conditions with recommended founding conditions.

In respect of the integrated human settlements, the following requirements as per the National Home Builders' Registration Council (NHBRC):

Preliminary Geotechnical Investigation (Phase 1)

Purpose: To gather initial information about the site's geotechnical conditions to determine its suitability for housing development, particularly for project-linked greenfield projects.

Requirements

- Collection and interpretation of existing geotechnical data, including soil conditions, groundwater levels, and potential hazards (e.g., expansive soils, sinkholes, or flooding).
- For rural or informal land rights contexts, a minimum of eight test pits per hectare is recommended for the project house construction area
- The investigation provides geotechnical and topographical parameters to adjust housing subsidies for extraordinary conditions, as per the National Housing Code (Housing Act of 1997)
- A competent person (geotechnical) compiles a report to assess site suitability and identify potential risks.

Outcome: A preliminary determination of whether the land is suitable for housing development and identification of any geotechnical constraints requiring further investigation.

Detailed Geotechnical Investigation (Phase 2)

Purpose: To provide a comprehensive assessment of the site's geotechnical properties to inform foundation design and construction planning.

Requirements

- Conducted during or after infrastructure installation, this phase involves detailed soil testing, including *in-situ* and laboratory tests, to evaluate soil strength, stability, and other engineering properties.
- For dolomite areas, specific requirements include:
 - Two independent geotechnical peer review reports by level-4 geo-professionals.
 - A B4 certificate and a letter of comments from the Council for Geoscience (CGS) on the dolomite stability investigation report.
 - Compliance with SANS 1936 for dolomite stability investigations to assess sinkhole and subsidence risks.
 - The investigation ensures foundation designs prevent settlement or instability and address site-specific risks like slope stability or expansive soils.

Outcome: Detailed geotechnical data and recommendations for foundation design, housing typologies, and risk mitigation measures, which are reviewed by the NHBRC for compliance.

Construction Monitoring and Verification (Phase 3)

Purpose: To ensure that construction adheres to the geotechnical recommendations and NHBRC technical requirements during the building phase.

Requirements

- A competent person (geotechnical) provides construction monitoring, adhering to one of four levels of service as outlined in the NHBRC guidelines (specific levels not detailed in the provided sources but referenced in).
- Verification of foundation construction to ensure compliance with design calculations and geotechnical recommendations.
- Ongoing assessment of site conditions during construction to address any unforeseen geotechnical issues, such as changes in soil conditions or groundwater levels.
- For dolomite land, risk management systems may be required per SANS 1936 to monitor and mitigate hazards.

Outcome: Confirmation that the constructed foundations and structures meet NHBRC standards and are safe for habitation, protecting housing consumers from geotechnical failures.

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----|---|-------------------|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 55 |
| 1.1 | 1 x Professional Geotechnical Engineer or Principal Geologist (BSc Eng, B.Eng, B.Tech (NQF 7) or BSc Hons Engineering Geology) (ECSA Registered) (Pr. Eng, Pr. Tech Eng or SACNASP Registered as Pr. Sci.Nat) <i>Name to be stated below and CV to be provided</i> | 35 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|--|--|
| | | |
| 1.2 | 1 x Geotechnical Engineer / Field Geologist (BSc Eng, B.Eng, B.Tech (NQF 7) or BSc Hons Engineering Geology) (ECSA Candidate Engineer or SACNASP Registered) <i>Name to be stated below and CV to be provided.</i> | 20 |
| 2. | Support Staff | Max 5 |
| 2.1 | 1 x Administrative Staff (NQF 2 OR higher) | 5 |
| 3. | Infrastructure and Technology | Max 10 |
| 3.1 | Fully Operational Office including Computer Hardware (supported by documentary evidence) | 5 |
| 3.2 | Training Certificates for operating various Engineering design Software | 5 |
| 4. | Relevant Experience (projects undertaken) | Max 20 4 categories maximum score (not exceeding 20 per category) to be divided by 4) and categories qualified for to be listed on the panel. |
| 4.1 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u> (Pipelines):</p> <p>3 x appointments 2 x appointments 1 x appointment</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>:</p> <p>3 x appointments 2 x appointments 1 x appointment</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>:</p> <p>3 x appointments 2 x appointments 1 x appointment</p> | <p>20 10 5</p> <p>10 5 3</p> <p>5 3 1</p> |
| 4.2 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u> (Pump Stations):</p> <p>3 x appointments</p> | 20 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----|--|--|
| | 2 x appointments 1 x appointment Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>: 3 x appointments 2 x appointments 1 x appointment Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>: 3 x appointments 2 x appointments 1 x appointment | 10 5 10 5 3 5 3 1 |
| 4.3 | Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u> (Reservoirs and Treatment Works): 3 x appointments 2 x appointments 1 x appointment Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>: 3 x appointments 2 x appointments 1 x appointment Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>: 3 x appointments 2 x appointments 1 x appointment | 20 10 5 10 5 3 5 3 1 |
| 4.4 | Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u> (Human Settlements): 3 x appointments 2 x appointments 1 x appointment Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>: 3 x appointments 2 x appointments 1 x appointment | 20 10 5 10 5 3 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|--|---|-------------------|
| | Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>: 3 x appointments 2 x appointments 1 x appointment | 5 3 1 |
| | Total points | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments in the respective categories points have been claimed for here above as well as supported by reference letters, not older than three (3) months (clearly identifying the respective categories in the project descriptions here below), from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|---------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 7 | PROJECT 8 | PROJECT 9 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 10 | PROJECT 11 | PROJECT 12 |
|---------------------|------------|------------|------------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |

| DESCRIPTION | PROJECT 10 | PROJECT 11 | PROJECT 12 |
|--------------------------|------------|------------|------------|
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

2.10. Project Management Consultants

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----------|--|-------------------|
| 1. | Project Specific Expertise within the Employment of the Tenderer: Technical Expertise (CVs and Qualification Certificates to be provided) | Max 40 |
| 1.1 | 1 x Professional Engineer (SACPCMP Registered NQF 7 OR higher) <i>Name to be stated below and CV to be provided.</i> | 20 |
| 1.2 | 1 x Professional Engineer (SACPCMP Registered NQF 7 OR higher) <i>Name to be stated below and CV to be provided.</i> | 20 |
| 2. | Technical and Support Staff | Max 20 |
| 2.1 | 2 x Technicians (National Diploma in Civil /Structural Engineering NQF6 or higher) <i>Name to be stated below and CV to be provided.</i> <i>Name to be stated below and CV to be provided.</i> | 15 |
| 2.2 | 1 x Administrative Staff (NQF 2 OR higher) | 5 |
| 3. | Infrastructure and Technology | Max 10 |
| 3.1 | Fully Operational Office including Computer Hardware and software | 5 |
| 3.2 | Training Certificate/s for operating relevant project management Software | 5 |
| 4. | Relevant Experience (projects undertaken) | Max 20 |

| | CRITERIA FOR CATEGORY | POINTS ALLOCATION |
|-----|---|-------------------|
| 4.1 | <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last five (5) years</u>:</p> <p>3 x appointments 20 2 x appointments 10 1 x appointment 5</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last ten (10) years</u>:</p> <p>3 x appointments 10 2 x appointments 5 1 x appointment 3</p> <p>Attach appointment letters of <u>successfully</u> completed projects <u>within the last fifteen (15) years</u>:</p> <p>3 x appointments 5 2 x appointments 3 1 x appointment 1</p> | |
| | Total | 90 |
| | Total Scored by bidder | |

The table below must be completed and aligned with the required information relating to past appointments as well as supported by reference letters, not older than three (3) months, from clients in respect of the listed projects:

| DESCRIPTION | PROJECT 1 | PROJECT 2 | PROJECT 3 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

| DESCRIPTION | PROJECT 4 | PROJECT 5 | PROJECT 6 |
|--------------------------|-----------|-----------|-----------|
| Employer | | | |
| Date of appointment | | | |
| Project Description | | | |
| Project Value | R | R | R |
| Completed on time? | Yes/No | Yes/No | Yes/No |
| Completed within budget? | Yes/No | Yes/No | Yes/No |
| Comments | | | |

CATEGORY B (All disciplines)

| CRITERIA | CRITERIA DESCRIPTION | SUB-CRITERIA | POINTS ALLOCATION | SCORE |
|----------------------------------|---|--|-------------------|---------------|
| CATEGORY B | | | | MAX 10 |
| Quality Management System | Professional Service Provider Quality Management plan or system | ISO 9001 – Quality Management certificate | 10 | |
| | | Bidder only providing a quality management plan on professional engineering services | 5 | |
| | | Bidders not providing any quality management plan | 0 | |

Therefore the total score: Category A + Category B
Bidders must obtain functionality pass of 70 out of 100 points to be considered as responsive

APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR CIVIL/STRUCTURAL ENGINEERING; MECHANICAL ENGINEERING; ELECTRICAL ENGINEERING; ARCHITECT CONSULTANTS; ENVIRONMENTAL CONSULTANTS; OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS; LAND SURVEYORS; TRANSPORTATION ENGINEERS; GEOLOGISTS AND PROJECT MANAGEMENT CONSULTANTS FOR A PERIOD OF THREE YEARS, AS AND WHEN REQUIRED

1. PURPOSE

Interested Professional Service Providers (PSPs) are invited to submit tenders for the above for the Period of Three (3) Years for MCLM on an as and when required basis.

Inclusion on the Panel of PSPs for engineering and related services does not guarantee that work will be allocated to the panel members.

The MCLM reserves the right to:

- 1.1. Award contracts making use of the MCLM Standard Operating Procedure (SOP) for appointing service providers on a rotational basis;
- 1.2. The MCLM does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid; and
- 1.3. Reserves the right to standardize the relevant rates of service providers.

2. SCOPE OF WORKS

- 2.1. The scope of work for the Panel of PSPs for engineering and related services will be as per the guideline scope of works as per the relevant discipline as provided by the relevant Council. Bidders may select relevant disciplines and indicate their selected areas clearly in their bid documents. Bidders need not bid for all categories. The companies may demonstrate capabilities in the following areas:

- 2.1.1. Civil/Structural Engineering;
- 2.1.2. Mechanical Engineering;
- 2.1.3. Electrical Engineering;
- 2.1.4. Architect Consultants;
- 2.1.5. Environmental Consultants;
- 2.1.6. Occupational Health and Safety Consultants;
- 2.1.7. Land Surveyor;
- 2.1.8. Transportation Engineers;
- 2.1.9. Geologists; and
- 2.1.10. Project Management Consultants.

3. ADDITIONAL PROJECT DESCRIPTION IN LINE WITH THE SCOPE OF WORKS

3.1. The Municipality adopts a three-year capital budget for every financial year as legislated in the Municipal Finance Management Act, Act Number 56 of 2003, and hereby intends to establish a Panel of PSPs for engineering and related services to assist with the implementation of grant-funded and municipal-funded projects.

3.2. The appointed PSP will be required to work closely with the MCLM's PMU.

3.3. Please take note of the following:

3.3.1. The full scope of service will be in accordance with the relevant professional Councils' Guideline scope of work.

3.3.2. A Service Level Agreement (SLA) will be signed with the successful Panel member after completion of the process as per paragraph 1.1 above.

3.3.3. Panel Members must comply with the educational and professional registration requirements as stated above.

4. FURTHER EVALUATION

4.1. **NB:** Any false information given by the Bidders, late submission of proposals during Tender Closing and/or not meeting the minimum qualifying requirements will lead to automatic disqualification of Bidders.

4.2. Tender submission through faxes is not acceptable.

4.3. The Municipality reserves the right to accept either the whole or part of any tender, or not to appoint at all and/or to withdraw this tender.

5. VALIDITY OF TENDER

5.1. This submitted bids must be valid for ninety (90) working days.

5.2. Bidders will not be allowed to withdraw their submission within ninety working (90) days of the bid closing.

6. PRICING SCHEDULE

General

- (i) The yellow portions in the tables below are to be completed by the bidders for the categories being applied for.
- (ii) Omission of the yellow cells' required information in respect of the applied for categories will lead to disqualification of bids.
- (iii) Time-based fees:
 - a. All disciplines to complete the time-based fees and add to the guideline fees.
 - b. Provide the name in each Par. (i) to Par. (iii) in the time-based fee table below.
 - c. A CV in the template provided as part of the bid documentation, to be provided for each of the names appearing in the time-based table.

- (iv) In the instance of calculation errors the percentage discount offered will be utilised rather than the incorrect amounts calculated.
- (v) For fair and competitive comparison purposes, a project value was assumed (R15 000 000.00 – Engineers and R35 000 000.00 - Architects) when the Guideline Fees were calculated in the pricing calculation tables below.
- (vi) For the Transportation Engineers and Geologists, instructions have been included in the relevant sections here below.

6.1. Civil and Structural Engineering for civil work

6.1.1. Table 1 below is for the civil engineering work, whilst Table 2 must be read with Table 1 for the structural engineering work.

with Table 1 for the Structural Engineering Work.

| | | | | | |
|--|---------------|---------------|-------------------------|----------------|-----|
| Subject: Guideline Scope of Services and Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) | | | | | |
| CIVIL ENGINEERS FEE PROPOSAL (TABLE 1) | | | | | |
| ESTIMATED CIVIL WORKS | | 15 000 000 | | | |
| CIVIL FEE CALCULATION | | | | | |
| Secondary Fee Calculation | | Primary Fee | 1 386 000.00 | | |
| R4 500 000 | | Secondary Fee | 1 102 500.00 | | |
| 10.50% | | Total | 2 488 500.00 | | |
| DESCRIPTION | % FEE / STAGE | GAZETTED FEE | % DISCOUNT | DISCOUNT VALUE | FEE |
| Stage 1 - Inception | 5.0% | 124 425.00 | | | |
| Stage 2 - Concept and Viability | 25.0% | 622 125.00 | | | |
| Stage 3 - Design Development | 25.0% | 622 125.00 | | | |
| Stage 4 - Documentation and Procurement | 25.0% | 622 125.00 | | | |
| Stage 5 - Contract Admin and Inspection | 15.0% | 373 275.00 | | | |
| Stage 6 - Close-Out | 5.0% | 124 425.00 | | | |
| TOTAL | 100.0% | 2 488 500.00 | | | |
| | | | Timebased fees | | |
| | | | Construction Monitoring | | |
| | | | Sub-Total | | |
| | | | VAT @ 15% | | |
| | | | TOTAL FEE | | |

STRUCTURAL ENGINEERS FEE PROPOSAL (TABLE 2)

(Additional design fee on reinforced concrete and structural steel pertaining to Engineering Projects)

ESTIMATED STRUCTURAL WORKS

15 000 000

STRUCTURAL ENGINEERING FEE CALCULATION

Secondary Fee Calculation

R6 000 000

5%

Primary Fee

619 500.00

Secondary Fee

405 000.00

Total

1 024 500.00

DESCRIPTION

% FEE / STAGE

GAZETTED FEE

% DISCOUNT

DISCOUNT VALUE

FEE

Stage 1 - Inception

5.0%

51 225.00

Stage 2 - Concept and Viability

25.0%

256 125.00

Stage 3 - Design Development

30.0%

307 350.00

Stage 4 - Documentation and Procurement

10.0%

102 450.00

Stage 5 - Contract Admin and Inspection

25.0%

256 125.00

Stage 6 - Close-Out

5.0%

51 225.00

TOTAL

100.0%

1 024 500.00

Timebased fees

Construction Monitoring

Sub-Total

VAT @ 15%

TOTAL FEE

Table 2: Additional design fee on reinforced concrete and structural steel pertaining to Engineering Projects

Table 2A: Typical factor by which basic fee is multiplied - To be agreed to between the Service Provider and Employer

Table 2: Additional design fee on reinforced concrete and structural steel pertaining to Engineering Projects

Table 2A: Typical factor by which basic fee is multiplied - To be agreed to between the Service Provider and Employer

| Construction Monitoring | Rate per month | 6 months | Total Cost (excl VAT) | Total Cost (incl. VAT) |
|--|----------------|----------|-----------------------|------------------------|
| Level 3, full time construction monitoring: (The rate to be all inclusive of accommodation, travel from home to site or site accommodation, tools of the trade (transport, laptop, cell phone), etc.) | | 6 | | |

6.2. Mechanical Engineering

| | | | | | |
|--|---------------|---------------|------------------|----------------|-----|
| Subject: Guideline Scope of Services and Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) | | | | | |
| MECHANICAL ENGINEERS FEE PROPOSAL (TABLE 5) | | | | | |
| ESTIMATED EXTERNAL WORKS | | 10 000 000 | | | |
| MECHANICAL ENGINEERING FEE CALCULATION | | | | | |
| Secondary Fee Calculation | | Primary Fee | 336 000.00 | | |
| R7 900 000 | | Secondary Fee | 262 500.00 | | |
| 12.50% | | Total | 598 500.00 | | |
| DESCRIPTION | % FEE / STAGE | GAZETTED FEE | % DISCOUNT | DISCOUNT VALUE | FEE |
| Stage 1 - Inception | 5.0% | 29 925.00 | | | |
| Stage 2 - Concept and Viability | 15.0% | 89 775.00 | | | |
| Stage 3 - Design Development | 20.0% | 119 700.00 | | | |
| Stage 4 - Documentation and Procurement | 20.0% | 119 700.00 | | | |
| Stage 5 - Contract Admin and Inspection | 35.0% | 209 475.00 | | | |
| Stage 6 - Close-Out | 5.0% | 29 925.00 | | | |
| TOTAL | 100% | 598 500.00 | | | |
| | | | Timebased fees | | |
| | | | Site Supervision | | |
| | | | Sub-Total | | |
| | | | VAT @ 15% | | |
| | | | TOTAL FEE | | |

Table 5A: Typical factor by which basic fee is multiplied - To be agreed to between the Service Provider and Employer

Table 5A: Typical factor by which basic fee is multiplied - To be agreed to between the Service Provider and Employer

| Construction Monitoring | Rate per month | 6 months | Total Cost (excl VAT) | Total Cost (incl. VAT) |
|--|----------------|----------|-----------------------|------------------------|
| Level 3, full time construction monitoring: (The rate to be all inclusive of accommodation, travel from home to site or site accommodation, tools of the trade (transport, laptop, cell phone), etc.) | | 6 | | |

6.3. Electrical Engineering

| | | | | | |
|--|---------------|---------------|------------|-------------------------|-----|
| Subject: Guideline Scope of Services and Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000) | | | | | |
| ELECTRICAL ENGINEERS FEE PROPOSAL (TABLE 6) | | | | | |
| ESTIMATED ELECTRICAL WORKS | | 10 000 000 | | | |
| ELECTRICAL ENGINEERING FEE CALCULATION | | | | | |
| Secondary Fee Calculation | | Primary Fee | 336 000.00 | | |
| R7 900 000 | | Secondary Fee | 262 500.00 | | |
| 12.50% | | Total | 598 500.00 | | |
| DESCRIPTION | % FEE / STAGE | GAZETTED FEE | % DISCOUNT | DISCOUNT VALUE | FEE |
| Stage 1 - Inception | 5.0% | 29 925.00 | | | |
| Stage 2 - Concept and Viability | 15.0% | 89 775.00 | | | |
| Stage 3 - Design Development | 20.0% | 119 700.00 | | | |
| Stage 4 - Documentation and Procurement | 20.0% | 119 700.00 | | | |
| Stage 5 - Contract Admin and Inspection | 35.0% | 209 475.00 | | | |
| Stage 6 - Close-Out | 5.0% | 29 925.00 | | | |
| TOTAL | 100% | 598 500.00 | | | |
| | | | | Timebased fees | |
| | | | | Construction Monitoring | |
| | | | | Sub-Total | |
| | | | | VAT @ 15% | |
| | | | | TOTAL FEE | |

| | | | | | |
|---|--|--|--|--|--|
| Table 6A: Electrical Engineering Services pertaining to Engineering Projects - To be agreed to between the Service Provider and | | | | | |
|---|--|--|--|--|--|

Table 6A: Electrical Engineering Services pertaining to Engineering Projects - To be agreed to between the Service Provider and

| Construction Monitoring | Rate per month | 6 months | Total Cost (excl VAT) | Total Cost (incl. VAT) |
|--|----------------|----------|-----------------------|------------------------|
| Level 3, full time construction monitoring: (The rate to be all inclusive of accommodation, travel from home to site or site accommodation, tools of the trade (transport, laptop, cell phone), etc.) | | 6 | | |

6.4. Architect

| | | | | | |
|--|---------------|---------------|--------------|--------------------|--------------|
| Architect Fee Proposal | | | | | |
| Value of Works | | 35 000 000.00 | | | |
| Medium Complexity | | | | | |
| Secondary Fee Calculation | | Primary Fee | 1 633 552.23 | | |
| R33 700 000 | | Secondary Fee | 3 572 200.00 | | |
| 10.60% | | Total | 5 205 752.23 | | |
| DESCRIPTION | % FEE / STAGE | GAZETTED FEE | % DISCOUNT | DISCOUNT VALUE (R) | FEE TENDERED |
| Stage 1 - Inception | 2.0% | 104 115.04 | | | |
| Stage 2 - Concept & Viability | 15.0% | 780 862.83 | | | |
| Stage 3 - Design Development | 20.0% | 1 041 150.45 | | | |
| Stage 4 - Documentation & Procurement | | | | | |
| Stage 4.1 | 10.0% | 520 575.22 | | | |
| Stage 4.2 | 20.0% | 1 041 150.45 | | | |
| Stage 5 - Contract Administration & Inspection | 30.0% | 1 561 725.67 | | | |
| Stage 6 - Close-Out | 3.0% | 156 172.57 | | | |
| TOTAL | 100% | 5 205 752.23 | | | |
| | | | | Timebased fees | |
| | | | | Sub-Total | |
| | | | | VAT @ 15% | |
| | | | | TOTAL FEE | |

6.5. Environmental Consultant

| ENVIRONMENTAL CONTROL OFFICER | | | | |
|-------------------------------|---|------|------|--------|
| Item | Description | Unit | Rate | Amount |
| 1a | Screening Enquiry | Sum | | |
| 1b | Site Visits – including travel and other disbursements | Sum | | |
| 1c | Present Screening Report to DEDEAT | Sum | | |
| 1d | DEDEAT follow-up to point of resolution and obtain approval for project (including public participation and review of objections) | Sum | | |
| | Sub-Total: 1 | | | |
| 2a | Application for a Water Use Licence and approval | Sum | | |
| 2b | Application for a borrow pit licence and approval | Sum | | |
| | Sub-Total: 2 | | | |
| 3a | Prepare EMPr Specification | Sum | | |
| 3b | EMPr Awareness Training for Contractor | Sum | | |
| 3c | Create Audit Templates for EMPr | Sum | | |
| 3d | Review all Method Statements of Contractor | Sum | | |
| 3e | Approval of Contractor's EMPr | Sum | | |
| | Sub-Total: 3 | | | |
| 4a | Monthly Site Audit – including travel and other disbursements (9 months) | 9 | | |
| 4b | Monthly Audit Report (9 months) | 9 | | |
| 4c | Close-Out Report | Sum | | |
| | Sub-Total: 4 | | | |
| 5a | Monthly Site Progress Meeting Attendance – including all travel and other disbursements | 9 | | |
| | Sub-Total: 5 | | | |
| | Sub-Total: 1 to 5 | | | |
| | Timebased Fees | | | |
| | Sub-Total | | | |
| | VAT @ 15% | | | |
| | TOTAL | | | |

6.6. Occupation, Health and Safety Agent

| OCCUPATION HEALTH AND SAFETY | | | | | |
|---|---------------------|---------------|------------|----------------|-----|
| Value of Works | R15 000 000 | | | | |
| Secondary Fee Calculation | R5 000 000 2.97% | Primary Fee | 335 086.00 | | |
| | | Secondary Fee | 148 500.00 | | |
| | | Total | 483 586.00 | | |
| DESCRIPTION | % FEE / STAGE | GAZETTED FEE | % DISCOUNT | DISCOUNT VALUE | FEE |
| Stage 1 - Project Initiation and Briefing | 5.0% | 24 179.30 | | | |
| Stage 2 - Concept and Feasibility | 20.0% | 96 717.20 | | | |
| Stage 3 - Design Development | 20.0% | 96 717.20 | | | |
| Stage 4 - Documentation and Procurement | 10.0% | 48 358.60 | | | |
| Stage 5 - Contract Documentation and Management | 40.0% | 193 434.40 | | | |
| Stage 6 - Close-Out | 5.0% | 24 179.30 | | | |
| TOTAL | 100% | 483 586.00 | | | |
| | | | | Timebased fees | |
| | | | | Sub-Total | |
| | | | | VAT @ 15% | |
| | | | | TOTAL FEE | |

6.7. Land Surveyor

| THE SOUTH AFRICAN GEOMATICS COUNCIL(SAGC) CALL FOR COMMENT ON THE DRAFT TARIFF OF FEES APPLICABLE TO THE SOUTH AFRICAN GEOMATICS COUNCIL BOARD NOTICE 203 OF 2019 LAND SURVEYING: GUIDELINE PROFESSIONAL FEES | | | |
|---|---|--------|-----------------|
| 2. APPLICATIONS: AMENDMENTS TO RIGHTS IN LAND – IN TERMS OF THE GEOMATICS PROFESSION ACT No. 19 of 2013. | | | |
| | GAZETTED RATES | NUMBER | AMOUNT TENDERED |
| 2.1. LAND USE CONSENT / SPECIAL CONSENT | | | |
| Cost unit | 30 (cu) | 1 | |
| 2.2. REZONING / AMENDING TOWN PLANNING SCHEME | | | |
| Cost unit | 35 (cu) | 1 | |
| 2.3. SUBDIVISIONAL APPLICATION | | | |
| Subdivision (Single) | 20 (cu) Plus 1 (cu) for each additional Subdivision. | 20 | |
| 100 or more Subdivisions | 119 (cu) Plus 1 (cu) per each additional 15 subs beyond 100 subs. | 120 | |
| 2.4. CONSOLIDATION APPLICATION | | | |
| Two Components (2) | 10 (cu) Plus 0.5 (cu) for each additional component property. | 5 | |
| 50 or more Components | 34 (cu) Plus 0.25 (cu) per each additional component property beyond 50. | 55 | |
| 2.5. AMENDING GENERAL PLAN APPLICATION | | | |
| Subdivision (Single) | 20 (cu) Plus 1 (cu) for each additional Subdivision. | 5 | |
| 100 or more Subdivisions | 119 (cu) Plus 1 (cu) per each additional 15 subs beyond 100 subs. | 55 | |
| 2.6. ROAD CLOSURE APPLICATIONS | | | |
| Cost unit | 20 (cu) | 1 | |
| 2.7. SERVITUDES AND LEASE APPLICATIONS | | | |
| Servitude / Lease (Single) | 20 (cu) Plus 1 (cu) for each additional servitude or lease. | 5 | |
| 100 or more Servitude / Leases | 119 (cu) Plus 1 (cu) per each additional 15 servitude / leases beyond 100. | 55 | |
| 2.8. REMOVAL OF TITLE RESTRICTIONS | | | |
| Title Deed (Single) | 15 (cu) Plus 1 (cu) for each additional Title Deed | 5 | |
| 2.9. RELAXATIONS | | | |
| Cost unit | 15 (cu) Plus 1 (cu) for each additional property relaxation | 5 | |
| Sub-Total 2 | | | |

| 3. CREATION OF LAND RIGHTS IN TERMS OF THE LAND SURVEY ACT No. 8 of 1997 | | | |
|--|---|--------|-----------------|
| | GAZETTED RATES | NUMBER | AMOUNT TENDERED |
| 3.1. SUBDIVISIONS – SECTION 20 OF THE LAND SURVEY ACT | | | |
| Subdivision (Single) | 20 (cu) | 1 | |
| | Plus 4 (cu) for each additional subdivision within a common control and boundary reconstruction. | 1 | |
| | Plus 0.5 (cu) for each existing Servitude Note carried forward onto a new diagram. | 5 | |
| | Plus 4 (cu) for each new servitude shown thereon. | 1 | |
| | Plus 0.25 (cu) per additional side beyond 10. | 5 | |
| 20 or more Subdivisions | 96 (cu) | 20 | |
| | Plus 0.33 (cu) per each additional subdivision within a common control and boundary reconstruction. | 1 | |
| | Plus 0.5 (cu) for each existing Servitude Note carried forward onto a new diagram / GP. | 5 | |
| | Plus 4 (cu) for each new servitude shown thereon. | 1 | |
| | Plus 0.25 (cu) per additional side beyond 10. | 5 | |
| 3.2. CONSOLIDATIONS – SECTION 38 OF THE LAND SURVEY ACT | | | |
| Consolidation by Compilation (2 Properties) | 8 (cu) | 1 | |
| | Plus 1 (cu) for each additional component property | 5 | |
| | Plus 0.5 (cu) for each existing Servitude Note carried forward onto a new diagram. | 5 | |
| | Plus 0.25 (cu) per additional side beyond | | |
| 3.3. SERVITUDES | | | |
| Single Servitude | 20 (cu) | 1 | |
| | Plus 4 (cu) for each additional subdivision within a common control and boundary reconstruction. | 5 | |
| | Plus 0.5 (cu) for each existing Servitude Note carried forward onto a new diagram. | 5 | |
| | Plus 4 (cu) for each new servitude shown thereon up to 10 | 5 | |
| 20 or more Servitudes | 96 (cu) Plus 0.33 (cu) per each additional servitude. | 25 | |

| 3. CREATION OF LAND RIGHTS IN TERMS OF THE LAND SURVEY ACT No. 8 of 1997 | | | |
|--|--|--------|-----------------|
| | GAZETTED RATES | NUMBER | AMOUNT TENDERED |
| 3.4. LEASES | | | |
| Single Lease | 20 (cu) Plus 4 (cu) for each additional lease within a common control and boundary reconstruction. Plus 0.25 (cu) per additional side beyond 10. | 15 | |
| 20 or more Leases | 96 (cu) Plus 0.33 (cu) per each additional lease. | 25 | |
| 3.5. DIAGRAMS OF SUBSTITUTION – SECTION 22 OF THE LAND SURVEY ACT | | | |
| Diagram of substitution | 19 (cu) Plus 0.5 (cu) for each existing Servitude Note carried forward onto a new diagram. | 5 | |
| | Plus 0.25 (cu) per additional side beyond 10. | 5 | |
| 3.6. AMENDING GENERAL PLANS – SECTION 37 OF THE LAND SURVEY ACT | | | |
| Amending general plan comprising of a single land parcel | 20 (cu) Plus 4 (cu) for each additional subdivision within a common control and boundary reconstruction. | 5 | |
| | Plus 0.5 (cu) for each existing Servitude Note carried forward onto a new diagram. | 5 | |
| | Plus 4 (cu) for each new servitude shown thereon. Plus 0.25 (cu) per additional side beyond 10. | 5 | |
| Amending general plan comprising 20 or more land parcels | 96 (cu) Plus 0.33 (cu) per each additional subdivision within a common control and boundary reconstruction. | 5 | |
| | Plus 0.5 (cu) for each existing Servitude Note carried forward onto a new diagram / GP. | 5 | |
| | Plus 4 (cu) for each new servitude shown thereon. | 5 | |
| | Plus 0.25 (cu) per additional side beyond 10. | 5 | |
| Sub-Total 3 | | | |
| TOTAL (Sub-Total 2 + Sub-Tota 3) | | | |
| Timebased Fees | | | |
| Sub-Total | | | |
| VAT @ 15% | | | |
| TOTAL | | | |

6.8. Transportation Engineering

TRANSPORTATION ENGINEERS

| Item | Description | Unit | Amount |
|------|--|------|--------|
| 1 | Coordination and implementation of Integrated Transport Plan and Spatial Framework objectives. | Sum | |
| 2 | Evaluation of Traffic Impact Studies and Site Traffic Assessments. | Sum | |
| 3 | Compilation of Traffic Impact Studies and Site Traffic Assessments. | Sum | |
| 4 | Technical inputs for new Township applications, rezoning, etc. | Sum | |
| 5 | Control and enforcement of conditions imposed on developers. | Sum | |
| 6 | Liaison with other road authorities (provincial, national etc.) with regard for proposed development. | Sum | |
| 7 | Facilitation of discussions with roleplayers including potential investors, developers and other traffic engineers. | Sum | |
| 8 | Management of the finalization of road reserve requirements for proposed upgrading to reserve land for future roads and do Preliminary design (basic planning) to identify potential property expropriation, impacts on structures and services and the need for relocation. | | |
| 9 | Preparation of estimated cost calculation for each project | Sum | |
| | Sub-Total | | |
| 10 | Time based fees | | |
| | Sub-Total | | |
| | VAT @ 15% | | |
| | TOTAL | | |

6.9. Geologist

GEOLOGIST

| Item | Description | Unit | Amount |
|--|--|------|--------|
| 1 | Pipeline - 1km pipeline (see Table in Paragraph 2.9 for deliverables) | Sum | |
| 2 | Pumpstations - 1 x Pumpstation (see Table in Paragraph 2.9 for deliverables) | Sum | |
| 3 | Reservoirs - 1 x 1.0 Ml (see Table in Paragraph 2.9 for deliverables) | Sum | |
| 4 | Treatment Works - 1 x Regional Waste Water Treatment Works (see Table in Paragraph 2.9 for deliverables) | Sum | |
| Human Settlements - 250 housing units (see NHBRC requirement below the Table in Paragraph 2.9 for deliverables) | | | |
| 1 | Preliminary Geotechnical Investigation (Phase 1) | Sum | |
| 2 | Detailed Geotechnical Investigation (Phase 2) | Sum | |
| 3 | Construction Monitoring and Verification (Phase 3) | Sum | |
| | Sub-Total | | |
| | Time based fees | | |
| | Sub-Total | | |
| | VAT @ 15% | | |
| | TOTAL | | |

6.10. Project Management

| PROJECT MANAGEMENT | | | | | |
|---|---------------|---------------|--------------|----------------|-----|
| Value of Works | | R15 000 000 | | | |
| Secondary Fee Calculation | | Primary Fee | 648 400.00 | | |
| R14 200 000 | | Secondary Fee | 1 107 600.00 | | |
| 7.80% | | Total | 1 756 000.00 | | |
| DESCRIPTION | % FEE / STAGE | GAZETTED FEE | % DISCOUNT | DISCOUNT VALUE | FEE |
| Stage 1 - Project Initiation and Briefing | 5.0% | 87 800.00 | | | |
| Stage 2 - Concept and Feasibility | 20.0% | 351 200.00 | | | |
| Stage 3 - Design Development | 20.0% | 351 200.00 | | | |
| Stage 4 - Documentation and Procurement | 10.0% | 175 600.00 | | | |
| Stage 5 - Contract Documentation and Management | 40.0% | 702 400.00 | | | |
| Stage 6 - Close-Out | 5.0% | 87 800.00 | | | |
| TOTAL | 100% | 1 756 000.00 | | | |
| | | | | Timebased fees | |
| | | | | Sub-Total | |
| | | | | VAT @ 15% | |
| | | | | TOTAL FEE | |

6.11. Time-based Fees



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

RATES FOR REIMBURSABLE EXPENSES/#

For the full extent of the terms and conditions of the rates below, refer to: SECTION B REIMBURSEMENT TARIFFS FOR TYPING, PRINTING, DUPLICATING AND FORWARDING CHARGES OF THE LETTER OF INVITATION TO CONSULTANTS or SECTION C2.1 'PRICING INSTRUCTIONS' OF THE TENDER OR QUOTATION DOCUMENT FOR CONSULTANTS

| | | | |
|------------|------------|--------|------------------|
| 2024-04-01 | Par. (i) | 18,75c | R2 282,00* |
| | Par. (ii) | 17,5c | R1 668,00* |
| | Par. (iii) | 16,5c | R1 396,00 (max)* |

TIME BASED FEES

The scale of fees on a time basis, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand: (see Table 8 of "Rates for Reimbursable Expenses" for the actual amounts calculated in accordance with the principles laid down below):

- (i) registered professional principals*: 18,75 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 13 salary range (Director) in the Public Service;
- (ii) registered professionals*: 17,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 12 salary range (Deputy Director second leg) in the Public Service;
- (iii) registered technicians**: 16,5 cents for each R100,00 of his/her **gross annual remuneration**; provided that this hourly rate shall not exceed 16,5 cents for each R100,00 of the total annual remuneration package attached to the lowest notch of a level 11 salary range (Deputy Director first leg) in the Public Service.

*(includes professional architects, professional quantity surveyors, professional engineers, professional technologists [engineering], professional planners and professional construction project managers)

** (includes professional technicians [engineering] professional senior technologists [architectural], principal technologists [architectural] and technical planner).

Hourly rates calculated in terms of (i), (ii) and (iii) above shall be deemed to include overheads and charges in respect of time expended by clerical personnel which shall, therefore, not be chargeable separately.

Unless otherwise specifically agreed in writing, remuneration for the time expended by principals in terms of (i) above on a project shall be limited to 5 per cent of the total time expended for time basis fees on the project. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in (ii) or (iii) above.

Notwithstanding the above, where work is of such a nature that personnel as described in paragraph (iii) above are capable of performing such work, it shall be remunerated at that level and not at the rates described in paragraphs (i) and (ii) above, irrespective of who in fact executed the work.

Gross annual remuneration in (iii) above shall mean basic salary and guaranteed annual bonus; fringe benefits not included in basic salary; income benefit, as determined from time to time by the South African Revenue Services for income tax purposes, for the private use of a motor vehicle by the employer; employer's contribution to pension/provident fund, medical aid and group life assurance premiums; Compensation Fund and Unemployment Fund contributions, Metropolitan Council levies and any other statutory contributions or levies; all other costs and benefits as per conditions of appointment but excluding any share of profit and payment for overtime.

The salaries referred to in (i) to (iii) above can change from time to time, which will, therefore, change the rates applicable. The rates applicable at the time of the execution of the work as set out in Table 8 of the "Rates for Reimbursable Expenses", as adjusted from time to time, may be claimed.

| Paragraph | # | Name of Professional Participating (CVs to be provided) | Time | Rate / Hr | Amount Gazetted | % Discount | Amount (R) Discount | Value (R) | |
|---|---|--|------|-----------|--------------------|---------------|------------------------|-----------|--|
| Par. (i) | 1 | | 10 | 2 282.00 | 22 820.00 | | | | |
| | 2 | | | | | | | | |
| | 3 | | | | | | | | |
| | 4 | | | | | | | | |
| Par. (ii) | 1 | | 40 | 1 668.00 | 66 720.00 | | | | |
| | 2 | | | | | | | | |
| | 3 | | | | | | | | |
| | 4 | | | | | | | | |
| Par. (iii) | 1 | | 40 | 1 396.00 | 55 840.00 | | | | |
| | 2 | | | | | | | | |
| | 3 | | | | | | | | |
| | 4 | | | | | | | | |
| Provide at least one name per Par. (i) to Par. (iii) Names to be aligned to Category A - Functionality | | | | | TOTAL | 145 380.00 | | TOTAL | |
| NOTE : At least one name to be provided under each category - The same Professional can perform work under Par. (i), Par. (ii) and Par. (iii) | | | | | | | | | |

7. ACCEPTANCE

- 7.1. Upon receiving notification of their appointment to the Panel of PSPs for engineering and related services, successful PSPs must submit their acceptance of appointment in writing within seven (7) working days.
- 7.2. Upon appointment to a specific project the successful PSP will be required to accept such appointment within seven (7) working days and commence with work within the stated/agreed to timeframe.

8. COMPULSORY ADMINISTRATIVE DOCUMENTS

- 8.1. The following documentation must be submitted as part of the bid documentation, duly certified as true copies of the originals by a Commissioner of Oaths, indicating his address, as well as the date of certification, not older than three (3) months as at date of closure of the bid.
 - 8.1.1. Curriculum Vitae of the relevant professional and support staff, as stated in the tables above, inclusive of certified copies of all required qualifications and registrations in the CV template supplied as part of the bid documentation;
 - 8.1.2. Appointment and Reference letters, certified by a Commissioner of Oaths, as per the Functionality Requirements, not older than three (3) months;

- 8.1.3. Company registration document (CIPC or Partnership Agreement, duly certified);
- 8.1.4. Updated Central Supplier Database (CSD) Full Report, (summary will not be accepted);
- 8.1.5. Valid SARS Tax PIN Certificate (the Municipality will verify tax compliance during evaluation and adjudication stage);
- 8.1.6. Proof of professional indemnity cover up to R5 million (five million rands), (the municipality will verify the validity of the indemnity during evaluation and adjudication stage);
- 8.1.7. Submission of latest Municipal rates and taxes-, or Municipal service invoice issued to the Bidder and all shareholder(s)/owner(s)/partner(s)/director(s) by any other Municipality or Municipal entity. The rates and taxes charges must not be in arrears for more than three (3) months (90 days) for the company and shareholder(s)/owner(s)/partner(s)/director(s);
 - 8.1.7.1. If the business is operated from the residence of the director, etc. please attach the director's rates supported by an affidavit stating the address of the business premises;
 - 8.1.7.2. If you are renting, attach a certified copy of a valid signed lease agreement; and proof of payment for the lease as indicated in the advertisement.
- 8.1.8. Signed Form of Offer;
- 8.1.9. Tender forms included in the MCLM's issued Bid Document must be completed in full and each page of the tender initialled;
- 8.1.10. All pages of General Conditions of Contract (GCC) must be initialled;
- 8.1.11. Valid COIDA registration certificate;
- 8.1.12. Submission of certified ID copies of all shareholder(s)/owner(s)/partner(s)/director(s) of company or business; and,
- 8.1.13. All pages of the bid document, including attachments, must be initialled in black ink.

NB: Please note that all certified documents and sworn affidavits must not be older than 3 months.

9. SPECIAL REQUIREMENTS

- 9.1. The Municipality reserves the right to subject all the tenderers and proposed personnel for vetting.
- 9.2. The Municipality reserves the right to request the qualifying bidders to make a presentation to the Municipality at no costs to be incurred by the Municipality.
- 9.3. Bidders' originally certified copies of B-BBEE Level Contribution Certificate (from SANAS accredited agencies) or original sworn affidavit (for EMEs or QSE) must be submitted.

Only EME or QSE will be considered for this tender.

10. CONTACT PERSONS

Technical Enquiries may be directed within seven working days (7) from issuing the bid documentation, to:

Ms. S Molosi
Email: smolosi@merafong.gov.za

Bidding Enquiries may be directed within seven working days (7) from issuing the bid documentation, to:

Ms. B Tsotso

Email: btsotso@merafong.gov.za

11. ANNEXURES AND OR ATTACHMENTS SEQUENCING

It is a requirement of this bid that all the supporting documents and attachments must be submitted in the **format and sequence prescribed below** and clearly **divided with colour interleaves**. Any deviation from the prescribed format will lead to disqualification of the tender and proposal.

- 11.1. Addendum (if any);
- 11.2. Company registration documents;
- 11.3. Directors' identity documents (certified within 3 months);
- 11.4. Central supplier database report (full report, summary will not be accepted);
- 11.5. Resolution of authority for signatory of bid documents from governance structure, submitted on an official letter head;
- 11.6. Declaration of interests signed by all shareholder(s)/owner(s)/partner(s)/director(s) on official letter head;
- 11.7. SARS PIN Certificate, including VAT registration;
- 11.8. B-BBEE/EME certificate or sworn affidavit;
- 11.9. Professional indemnity insurance or recent summary letter from the insurer not older than 30 days;
- 11.10. Workmen's' compensation fund (COIDA) or any proof from approved entity, e.g. FEMA;
- 11.11. Proof of banking details (bank letter);
- 11.12. Proof of relevant software and package ownership;
- 11.13. Company profile;
- 11.14. Organizational structure (organogram);
- 11.15. Personnel credentials documents (CVs, certified qualifications and professional registrations – aligned with information required in functionality tables);
- 11.16. Signed reference letters from clients of projects undertaken in the last five (5) years;
- 11.17. Business proof of address, municipal account
- 11.18. Directors'/members'/partners' proof of address, municipal account

12. KEY TEAM MEMBERS CURRICULUM VITAE FORMAT - (NOT MORE THAN 4 PAGES)

Only CVs in the template below will be considered. Any other format will be regarded as non-submission and will lead to disqualification of the tenderer. This template must be completed in respect of all team members included in the tables above.

CURRICULUM VITAE

| | |
|-------------------------------------|--|
| Proposed role in the project | |
|-------------------------------------|--|

| | |
|-------------------------|--|
| 1. Family name | |
| 2. First name | |
| 3. Date of birth | |
| 4. Nationality | |

5. Education

| Institution (Date from – Date to) | Degree(s) or Diploma(s) obtained |
|--|---|
| | |
| | |
| | |
| | |

| | |
|---|--|
| 6. Membership of professional bodies | |
| 7. Other skills (e.g. computer literacy etc.) | |
| 8. Present position | |
| 9. Present organisation (Name of company / Employer) | |
| 10. Years within the organisation | |

11. Professional Experience (Insert tables for each client and project)

| | |
|--|--|
| Client | |
| Project Dates | |
| Project Description | |
| Description of duties and responsibilities on project | |

12. Contactable references

| Contact Person | Organisation | E-mail address | Telephone No |
|----------------|--------------|----------------|--------------|
| | | | |
| | | | |
| | | | |

FORM OF OFFER & ACCEPTANCE

MERAFONG CITY LOCAL MUNICIPALITY

FORM OF OFFER

(Form of Offer & Acceptance)

THIS FORM MUST BE FILLED BY BOTH THE POTENTIAL TENDERER (PART 1) AND THE EMPLOYER/CLIENT (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL TENDERER AND THE EMPLOYER /CLIENT WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (to be filled in by the tenderer at time of tender)

| | |
|-----------------|--|
| BID NO | ID(PMU)03/07/2526 |
| BID DESCRIPTION | APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS: <ul style="list-style-type: none"> • CIVIL/STRUCTURAL ENGINEERING; • MECHANICAL ENGINEERING; • ELECTRICAL ENGINEERING; • ARCHITECT CONSULTANTS; • ENVIRONMENTAL CONSULTANTS; • OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS; • LAND SURVEYORS; • TRANSPORTATION ENGINEERS; • GEOLOGISTS • PROJECT MANAGEMENT CONSULTANTS, FOR A PERIOD OF THREE YEARS, AS AND WHEN REQUIRED. |

Having examined the General and the Special Conditions of Contract, Specifications and Schedule of Quantities for the works of Tender:

.....

.....

I/We offer to provide the services in conformity with the General and the Special Conditions of Contract, Specifications and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

| DESCRIPTION | TENDER AMOUNT (EXCL. VAT) | |
|--|---------------------------|----------------|
| | Amount (Rand) | Amount (words) |
| APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS: <ul style="list-style-type: none"> • CIVIL/STRUCTURAL ENGINEERING; • MECHANICAL ENGINEERING; • ELECTRICAL ENGINEERING; • ARCHITECT CONSULTANTS; | | |

| DESCRIPTION | TENDER AMOUNT (EXCL. VAT) | |
|--|---------------------------|----------------|
| | Amount (Rand) | Amount (words) |
| <ul style="list-style-type: none"> ENVIRONMENTAL CONSULTANTS; OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS; LAND SURVEYORS; TRANSPORTATION ENGINEERS; GEOLOGISTS PROJECT MANAGEMENT CONSULTANTS, <p>FOR A PERIOD OF THREE YEARS, AS AND WHEN REQUIRED</p> | | |

| | |
|-----------------|--|
| NAME (PRINT) | |
| CAPACITY | |
| SIGNATURE | |
| NAME OF COMPANY | |
| DATE | |

My/our offer/s remains binding upon me and open for acceptance by the purchaser/client during the validity period (90 working days) indicated and calculated from the closing time of tender.

- The following documents shall be deemed to form and be read and construed as part of this agreement: (i) Bid documents, viz
 - Invitation to Quote
 - Returnable Schedules
 - B-BBEE Certificate
 - Declaration of interest
 - Special Conditions of Contract
 - Pricing schedules
 - Scope of Works
 - Central Supplier Database (CSD)

- (ii) Other
2. Variances from and amendments to the documents listed in the Bill of Quantity and any addendum thereto as listed in the BID as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during the process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in the Service Level Agreement, which must be duly signed by the authorised representative(s) of both parties.
 3. I/We confirm that we have satisfied ourselves as the correctness and validity of my tender, 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/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.
 4. I/We confirm that Escalation will be applicable on this contract and will be calculated as per Contract Data & General Conditions of Contract 2017(GCC 2017)
 5. I/We 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. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
 6. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the
Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.
 7. Unless and until a formal agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Representative acting on your behalf, shall constitute a binding Contract between us.
 8. I/We understand that you are not bound to accept the lowest or any tender you may receive.
 9. I/We further confirms that Merafong City Local Municipality has the right to cancel the tender if the funds necessary to cover the total envisaged expenditure of the tender are not available for the current financial year.
 10. I/We declare that I/We have no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.
 11. I/We confirm that I/We am duly authorised to sign this contract:

| | |
|-----------------|--|
| NAME (PRINT) | |
| CAPACITY | |
| NAME OF COMPANY | |

| | |
|------------|--|
| SIGNATURES | <div data-bbox="638 235 877 257">.....</div> <div data-bbox="638 280 805 324">WITNESS 1:</div> <div data-bbox="638 369 829 392">.....</div> <div data-bbox="1085 280 1260 324">WITNESS 2:</div> <div data-bbox="1085 369 1324 392">.....</div> |
| DATE | |

**MBD 1
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MERAUFONG CITY LOCAL MUNICIPALITY)

| | | | | | |
|-------------|--------------------|---------------|------------|---------------|-------|
| BID NUMBER: | ID(PMU) 03/07/2526 | CLOSING DATE: | 23/09/2025 | CLOSING TIME: | 10H00 |
|-------------|--------------------|---------------|------------|---------------|-------|

| | |
|---|---|
| DESCRIPTION | APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR CIVIL/STRUCTURAL ENGINEERING; MECHANICAL ENGINEERING; ELECTRICAL ENGINEERING; ARCHITECT CONSULTANTS; ENVIRONMENTAL CONSULTANTS; OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS; LAND SURVEYORS; TRANSPORTION ENGINEERS, GEOLOGISTS AND PROJECT MANAGEMENT CONSULTANTS FOR A PERIOD OF THREE YEARS, AS AND WHEN REQUIRED |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS

**3 HALITE STREET
CARLETONVILLE
2499**

SUPPLIER INFORMATION

| | | | | | |
|--|---|--|-------------------------------------|---------|--|
| NAME OF BIDDER | | | | | |
| CSD NUMBER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

| | | | |
|---|--|--|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | SUPPLY CHAIN MANAGEMENT | CONTACT PERSON | Ms. S Molosi |
| CONTACT PERSON | Ms B Tsotso | TELEPHONE NUMBER | 018 788 9500 |
| TELEPHONE NUMBER | (018) 788 9692 | Email | smolosi@merafong.gov.za |

**PART B
TERMS AND CONDITIONS FOR
BIDDING**

| |
|--|
| 1. BID SUBMISSION: |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. BIDDER MUST NOT BE IN ARREARS WITH THW MUNICIPAL RATES & TAXES FOR MORE THAN 90 DAYS.</p> |
| 2. TAX COMPLIANCE REQUIREMENTS |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> |

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

YES

☐ NO

☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

YES

☐ NO

☐ YES

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

YES NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES

NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

MBD 4 DECLARATION OF INTEREST

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:
.....

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

3.4 Company Registration Number:
.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:
.....

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

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

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

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;

- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

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

- 1 Are you by law required to prepare annual financial statements for auditing?
*YES / NO 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

*YES / NO

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

- 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

If yes, furnish particulars

.....

.....

Will any portion of goods or services be sourced from outside

*YES / NO

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE

FALSE.

.....

Signature

.....

Date

.....

Name of Bidder

..... Position

MBD 6.1

MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)
- 1.2 a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the Preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender)
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) RDP Goals (PPPR 2022) as depicted in the Merafong LM SCM Policy
- 1.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|---|------------|
| PRICE | 80 |
| RDP Goals (PPPR 2022) as depicted in the Merafong LM SCM Policy | 20 |
| Total points for Price and RDP Goals must not exceed | 100 |

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for RDP Goals are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; .
- f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents
- g) **“prices”** includes all applicable taxes less all unconditional discounts
- h) **“proof of B-BBEE status level of contributor”** means:
 1) B-BBEE Status level certificate issued by an authorized body or person;
 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 3) Any other requirement prescribed in terms of the B-BBEE Act
- i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

| | | |
|---|-----------|---|
| 80/20 | or | 90/10 |
| $P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ | | $P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ |

Where:

PS = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = Price of lowest acceptable bid

4. Points awarded for Reconstruction and Development Programme Goals

4.1 In terms of Regulation 6(1) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the Specific Goals (PPPR 2000) in accordance with the table below:

| Reconstruction and development programme Goals | Number of points (90/10 system) | Number of points (80/20 system) | Claimed points accompanied by acceptable proof. |
|---|---------------------------------|---------------------------------|---|
| The following Points are preferentially advancing Companies | | | Make a tick where applicable |
| Black people as defined | | 10 | |
| Black people living in rural or underdeveloped areas or townships | | 10 | |

5. BID DECLARATION

5.1 Bidders who claim points in respect of Specific Goals must complete the following:

6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 4.1

6.1 SPECIFIC GOALS : =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted
- % ii) The name of the sub-contractor iii)
The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

| Designated Group: An EME or QSE which is at least 51% owned by: | EME | QSE |
|--|------------|------------|
| | √ | √ |
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8 DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of firm :
- 8.2 VAT registration number :
- 8.3 Company registration number

.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated
Registered Account Number
Stand Number

8.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the municipality that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

| |
|------------------------------------|
| SIGNATURE(S) OF BIDDER(S) |
| DATE: |
| ADDRESS: |
| |
| |

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

DATE:

WITNESSES

1

2

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

| DESCRIPTION OF SERVICE | PRICE (ALL APPLICABLE TAXES INCLUDED) | COMPLETION DATE | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|--|--|--------------------|--|---|
| APPOINTMENT OF A PANEL OF CIVIL/STRUCTURAL ENGINEERING; MECHANICAL ENGINEERING; ELECTRICAL ENGINEERING; ARCHITECT CONSULTANTS; ENVIRONMENTAL CONSULTANTS; OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS; LAND SURVEYORS; TRANSPORTATION ENGINEERS, GEOLOGISTS AND PROJECT MANAGEMENT CONSULTANTS FOR A PERIOD OF THREE YEARS, AS AND WHEN REQUIRED | | | | |


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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large, empty rectangular box intended for an official stamp or seal.

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item Question | | |
|--|---------------------------------|--------------------------------|
| 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 <i>audi alteram partem</i> rule was applied). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 If so, furnish particulars: <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div> | | |
| 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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| | | | |
|-----------------------------------|--|---------------------------------|--------------------------------|
| 4.2.1 If so, furnish particulars: | | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 If so, furnish particulars: | | | |

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**ID (PMU) 03/07/2526 – APPOINTMENT OF CIVIL/STRUCTURAL ENGINEERING;
MECHANICAL ENGINEERING; ELECTRICAL ENGINEERING; ARCHITECT
CONSULTANTS; ENVIRONMENTAL CONSULTANTS; OCCUPATIONAL HEALTH AND
SAFETY CONSULTANTS; LAND SURVEYORS; TRANSPORTATION ENGINEERS;
GEOLOGISTS AND PROJECT MANAGEMENT CONSULTANTS FOR A PERIOD OF
THREE YEARS, AS AND WHEN REQUIRED.**

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

MERAFONG CITY LOCAL MUNICIPALITY
(Name of Municipality)

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

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

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
- (f) bidding with the intention not to win the bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)
TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the tender documents for the receipt of Tenders.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at

the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.

- 1.17 "Local content" means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in tender documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the tender documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information

furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tender documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall,

without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.2 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a Tender shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restricted practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No. 89 of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned