



MNQUMA LOCAL MUNICIPALITY

PROVISION OF PROFESSIONAL ENGINEERING SERVICES

**PROJECT NAME: Provision of Professional Services for
Planning, Design and Project Management of 2026/2027
Financial Year Electrification Programme within Mnquma
Area**

BID No: MNQ/SCM/64/25-26

(GCC 2015)

VOLUME 1

ISSUED & PREPARED BY:	
Mnquma Local Municipality Corner King & Mthatha Street Butterworth 4960	
For Technical Contact Details	For SCM Contact Details
Contact Person: Mr L. Boya Telephone: 047 050 1322	Contact Person: Ms Y. Vava Telephone: 047 050 1156

Registered Name of Tenderer:			
TRADING NAME OF TENDERER:			
Registration No. of Entity:			
Contact Person:		E-mail Address:	
Telephone No.:			
Mobile No.:		CIDB CRS Number(s) :	
Fax No:			

THE TENDER

Part T1: Tendering procedures

T1.1: TENDER NOTICE AND INVITATION TO TENDER

INVITATION TO BID

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

BID NUMBER: MNQ/SCM/64/25-26

CLOSING DATE: 14/11/2025

CLOSING TIME: 12H00.

DESCRIPTION: PROVISION OF PROFESSIONAL SERVICES FOR PLANNING, DESIGN AND PROJECT MANAGEMENT OF 2026/2027 FINANCIAL YEAR ELECTRIFICATION PROGRAMME WITHIN MNQUMA AREA

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

Mnquma Local Municipality

Cnr King & Mthatha Street, Butterworth, 4960

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

Box 36, Butterworth, 4960

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open between 08H00-16H00 Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF THE CONTRACT (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF THE CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)



ADVERT FOR NOTICE BOARD

PROJECT DESCRIPTION

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

BID NO.	Description	Evaluation Criteria	Compulsory Tender Briefing	Closing Date & Time
MNQ/SCM/64/25-26	PROVISION OF PROFESSIONAL SERVICES FOR PLANNING, DESIGN AND PROJECT MANAGEMENT OF 2026/27 FINANCIAL YEAR ELECTRIFICATION PROGRAMME WITHIN MNQUMA AREA	80/20	Date: 03/11/2025 Time: 10:00 Venue: Foyer Mnquma Local Municipality, Corner King and Mthatha Street Butterworth, 4960	Date: 14/11/2025 Time: 12:00

Technical Enquiries: Mr L. Boya (Manager: Electrical Services) at (047) 050 1322 / 073 427 6703 email:

lboya@mnquma.gov.za

SCM Enquiries: Ms. Y Vava (Manager: SCM) at (047) 050 1156 / 072 698 6085 email: yvava@mnquma.gov.za

Evaluation Criteria: The evaluation will be conducted in two (02) stages namely:

Stage 1: Administrative compliance

Bidders that do not meet the **Administrative compliance** (Compliance with mandatory and other bid requirements) will not be eligible for further evaluation and will be deemed as non-responsive.

Stage 2: Evaluation in terms of the 80/20 preference point systems prescribed in Preferential Procurement Regulations 2022

Price=80 points,

Specific goals =20 points

The specific goals allocated points in terms of this tender	Specific Goal Points Allocated 20 points	Proof Required to score points
The promotion of South African owned enterprises	20	Fully completed and signed MBD 6.1 and Full Central Supplier Database Report (CSD) not older than one month.

NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals

REQUIRED DOCUMENTS:

Potential bidders are urged to submit the following attachments when submitting their proposals, **failure to do so will lead to disqualification.**

PROOF OF COMPANY EXPERIENCE:

- Bidder has successfully completed (04) Planning, design and project management projects in rural electrification programme (INEP).

Signed reference letters with appointment letters in relation to the required services must be attached.

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

CONDITIONS OF ACCEPTANCE:

- The Municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- The bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The bidder has not abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect.
- No late, incomplete, unsigned faxed, couriered, and emailed tenders will be accepted

- **Senior Engineer/Technologist:** Academic Qualification: Degree or Btech in Electrical Engineering accompanied by Proof of Professional Registration with relevant professional body and must have a minimum of 5 years' experience in Planning, Design and Project management in electrification services project.
- **Technician:** Academic Qualification: Diploma in Electrical Engineering and must have a minimum of 5 years' experience in Planning, Design and Project management in electrification services projects.

Bidders must submit detailed CVs with original certified (not older than 06 months) copies of the required professional qualifications. If the required certified copies of professional qualifications are not attached to the CVs, will lead to disqualification (Copy of a certified copy will not be considered).

NB: COMPLIANCE WITH THE TENDER SPECIFICATION:

- Bidder must submit Proof of Ownership for Design Software
- Fully completed by non-erasable ink and signed Bill of Quantities
- Full CSD Report (Not older than one Month)
- Only the original tender document will be accepted.
- Fully Completed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD1-9) –Part of the tender document. Return all returnable documents to the employer after completing them in their entirety by writing legibly in non – erasable ink.
- In the case of partnerships/consortiums/ joint venture agreement, signed agreement must be submitted with the tender document, and
- All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database

NB: If Bidder submits Fraudulent Information, the Bidder will be Blacklisted for five years.

OBTAINING OF TENDER DOCUMENTS:

Tender documents for this project are downloadable at the municipal website: www.mnquma.gov.za and on eTender portal: <https://etenders.treasury.gov.za/>

TENDER SUBMISSION AND OPENING

Tenders/Proposals must be submitted by hand at Bid Box, Corner King and Mthatha Street, Butterworth. 4960
Bids may only be submitted on the bid document provided by the municipality.
Tenders should be sealed, endorsed on the envelope with:

BID NUMBER: MNQ/SCM/64/25-26

- The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Mnquma Local Municipality for a period of 90 days from the closing date.
- The award of the tender may be subjected to price negotiation with the preferred tenderers.
- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.mnquma.gov.za

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

- CK/ Company registration, Certified ID Copies not older than six (06) months
- Tax Compliance Status PIN
- Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period more than **three months** and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Mnquma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

PROJECT NAME: PROVISION OF PROFESSIONAL SERVICES FOR PLANNING, DESIGN AND PROJECT MANAGEMENT OF 2026/27 FINANCIAL YEAR ELECTRIFICATION PROGRAMME WITHIN MNQUMA AREA

Back of the envelope with:

Company Name, address, Contact person and Contact details.

.....
S. Mahlasela
MUNICIPAL MANAGER

T1.2 Tender Data

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

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Mngquma Local Municipality
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information

3.4	The employer's agent is: Name: Electrical Services, Department of Infrastructural Development Address: Mnquma LM, Corner King & Mthatha street, Butterworth, 4960 Tel: 047 050 1247
3.4	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.6	The proposal procedure using the two stage-system is not to be used.
4.1	only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with regulation 25 (1b) or 25(7a) of the construction industry development regulations, for Provision of professional services for planning, design and project management of 2026/2027 financial year Electrification Programme within Mnquma area class of construction work, are eligible to have their tenders evaluated. joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation in the required or higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the construction industry development regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for Provision of professional services for planning, design and project management of 2026/2027 financial year Electrification Programme within Mnquma area Class of construction work or a value determined in accordance with regulation 25 (1b) or 25(7a) of the construction industry development regulations.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
4.10	Tenderers are required to state the rates in Rand
4.12	No alternative tender offers will be considered
4.13.1	Each tender offer communicated on paper shall be submitted as an original.
4.13.2	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
4.13.3	Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at the foyer of; Mnquma Local Municipality Corner king & Mthatha Street, Butterworth, 4960 Identification details: Tender reference number, Title of Tender and the closing date and time of the tender

4.13.4	The tenderer is required to submit with his tender the following certificates: 1. A tax compliant pin or an original Tax Clearance Certificate issued by the South African Revenue Services. 2. Full CSD report not older than 1 month 3. Fully completed and signed form of Offer 4. Signed JV agreement or signed consortium agreement
4.13.5	A two-envelope procedure is not required.
4.13.6	Only the "ORIGINAL tender document is to be submitted as a tender package.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 90 days.
4.17	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
5.1	The Employer will respond to requests for clarification received up to seven (7) working days before the tender closing time.
5.2	The employer shall issue addenda until five (5) days working days before tender closing time.
5.3	Tenders will be opened immediately after closing time for tenders at the foyer next to the Tender box, at 12H00.
5.4	The procedure for the evaluation of responsive tenders is Method 2 (Financial offer and quality). The financial offer is scored using Formula 2 in Table 1 where W_1 is The value of W_2 is equal to 100 minus W_1
5.5	The procedure for the evaluation of responsive tenders is Method 3 (Financial offer and preference) The financial offer will be scored using the following formula: $A = (1 - (P - P_m))$ P_m The 80/20 Preference Point System for bids with a Rand value not exceeding R50,000,000-00 (all applicable taxes included); and The 90/10 Preference Point System for bids with a Rand value above R50,000,000-00 (all applicable taxes included).

5.6	The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, quality and preference) The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula. $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula $A = (1 - (P - P_m))$ P_m and W_1 equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$. Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.
5.7	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given written notice to this effect; f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) the tender offer is within a stipulated threshold percentage as stated under contract data
5.8	The number of paper copies of the signed contract to be provided by the employer is one (1).
	The additional conditions of tender are: Compliance with the tender specification and the general conditions of the tender.

Part T2: Returnable documents

T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated

- Certified Original copies of qualifications
- Signed MBD Forms
- Fully completed Form of Offer
- Fully completed BOQs
- Full CSD report and it must not be older than 1/ one month from the date of bid closing

Note: Failure to provide these documents will result in the tender not being evaluated

2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Municipal declaration and returnable documents
- Certificate of Authority for Joint Ventures, if applicable
- Annual Financial Statements Declaration
- Evaluation schedule 1:

3 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

The tenderer must complete all returnable documents provided i.e.

MBD Forms

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Bill of Quantities

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Compulsory Declaration

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

Section 1: Enterprise Details

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

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS Information

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

Section 4: CIDB registration number

CIDB Registration number <i>(if applicable)</i>	
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Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

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

- | | |
|---|--|
| ☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
|---|--|

- ☐ a member of the board of directors of any municipal entity
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

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

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

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

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

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

*insert separate page if necessary

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

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

- ☐ Yes ☐ No (Tick appropriate box)

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

Section 10: Declaration

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

- i) neither the name of the tendering entity or any of its principals appears on:

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

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

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

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) *(tick one of the boxes):*

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*ie: all municipal accounts are paid up to date*);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Annual Financial Statements Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally

☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;
name of auditor

☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

.....
Name

.....
Position

.....
Tenderer

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are making this submission in Joint Venture and hereby authorise Mr/Ms
 , authorised signatory of the company
 , acting in the capacity of lead partner, to sign all documents in
 connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead partner		Signature. Name Designation	
		Signature. Name Designation	
		Signature. Name Designation	

1. DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the 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:

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

NB: Please mark the applicable answer

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation and “bid” has a corresponding meaning
- (c) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (d) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (h) **“non-firm prices”** means all prices other than “firm” prices;
- (i) **“person”** includes a juristic person;
- (j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (m) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (n) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice;
- (o) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- (p) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- (q) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (r) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

4.1 **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

80/20	or	90/10
$P_s = 80 \{1 - \frac{P_t - P_{min}}{P_{min}}\}$	or	$P_s = 90 \{1 - \frac{P_t - P_{min}}{P_{min}}\}$

Where

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
P_{min}	=	Comparative price of lowest acceptable bid

5. **POINTS AWARDED FOR LEVEL OF CONTRIBUTION TOWARDS SPECIFIC GOALS**

- 5.1 In terms of s2(b)(i) and (ii) of the Preferential Procurement Regulations Policy Framework Act, a preference points system must be followed for contracts with a Rand value above a prescribed amount a maximum of 10 or 20 points may be allocated for specific goals as contemplated in s2(d) of the Act provided that the lowest acceptable tender scores 90 or 80 points for price, respectively, in accordance with the table below:

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

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

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

80/20 preference point system			
The specific goals allocated points in terms of this tender	Specific Goal Points Allocated (20 points) (To be completed by the Municipality)	Proof required to Claim (20 points) (To be completed by the Municipality)	Number of points Claimed (20 points) (To be completed by the tenderer)
The promotion of South African owned enterprises	20	Fully completed and signed MBD 6.1 and Full Central Supplier Database Report (CSD) not older than one month.	

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

5.2 Bidders must submit valid proof for specific goals

5.3 If the municipality is of the view that a tenderer submitted false information regarding a specific goal, will —

- (a) inform the tenderer accordingly; and
- (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

5.4 After considering the representations referred to in sub regulation (1)(b), the municipality may, if concludes that such information is false—

- (a) disqualify the tenderer or terminate the contract in whole or in part; and
- (b) if applicable, claim damages from the tenderer.

6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

Specific goals: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of the required proof of specific goals.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

8.8 Total number of years the company/firm has been in business:

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goal declared in paragraph 6 , indicated in paragraph 7, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for specific goals in terms of the Preferential Procurement Regulations 2022
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
2	
DATE:	

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS CLAIMED

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

SIGNED AT

ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.
 I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
 AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

_____ (Mnquma Local Municipality)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
 or
 (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE CONTRACT

Part C1: Agreements and Contract data

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/64/25-26

**PROVISION OF PROFESSIONAL ELECTRICAL SERVICES FOR
PLANNING, DESIGN AND PROJECT MANAGEMENT OF 2026/2027
FINANCIAL YEAR ELECTRIFICATION PROGRAMME WITHIN
MNQUMA AREA**

CONTRACT

PART 1 (OF 3) : AGREEMENT AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Guarantee**
- C1.4 Health and Safety Agreement**
- C1.5 Pro Forma Disclosure Statement**
- C1.6 Pro Forma Adjudication Board Member Agreement**

C1.1 : FORM OF OFFER AND ACCEPTANCE

1 OFFER

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

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF PROFESSIONAL SERVICES FOR PLANNING, DESIGN AND PROJECT MANAGEMENT OF 2026/2027 FINANCIAL YEAR ELECTRIFICATION PROGRAMME WITHIN MNQUMA AREA

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:

.....
.....
.....Rand (in words); R.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s) of authorized agents:.....

Name(s) (in block letters)

Capacity of authorized agents:

for and on behalf of the Tenderer
(Name and address of organization)

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

2 ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For and on behalf of the Employer:

Signature(s) of authorized agent(s).....

Date:.....

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**
P O Box 36, BUTTERWORTH, 4960

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

3 SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

for and on behalf of the Tenderer
(Name and address of organization)

Witness:(Full name – in block letters – and signature)
(Name)
.....
(Signature)

Date:

For and on behalf of the Employer:

Signature(s) of authorized agent(s).....

Date:.....

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**
P O Box 36, Butterworth 4960

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

C1.2: CONTRACT DATA (PART 1)

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za

Copies of these conditions of contract may be obtained on the tenderer's own cost from the SAICE Tel: 011-805 5947

PART 1 : CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2015, are applicable to this Contract:

No.	Clause	Description
1	1.1.1.13	The Defects Liability Period is to be aligned with the one for construction services.
2	1.1.1.14	N/A
3	1.1.1.15	Name of Employer is: MNQUMA LOCAL MUNICIPALITY
4	1.1.1.16	The Employer's Agent is an employee of the institution, Electrical Services Division, Infrastructural Development
5	1.1.1.26	The pricing strategy is: Re-measurement Contract
6	1.2.1.2	The Employer's address for receipt of communications and notices is : Telephone: (047) 050 1150 Facsimile: (047) 491 0195 Address (Postal) : PO Box 36 Address (Physical): Municipal Building, Cnr King Butterworth and Mthatha Street, Butterworth The Employer's Agent's address for receipt of communications and notices is : The Electrical Services Division; Telephone: (047) 050 1322 Facsimile: (047) 491 0195 Address (Postal) : PO Box 36 Address (Physical): Municipal Building, Cnr King Butterworth and Mthatha Street, Butterworth
	2.4.1	"in the event of any ambiguity, conflict or discrepancy between the various contract documents, lists and schedules, the order of precedence (from highest to lowest) shall be as follows: • The form of offer and acceptance • Contract forms • The contract data • General conditions of contract (GCC 2015) • Scope of Work • Standard specification Street Lights • Site Information • Bill of quantities • Returnable schedules

No.	Clause	Description
7	3.2.3	The Employer's Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract: 1. New Clause 3.2.3.1 "For expenditure on the Contract to exceed the Contract Price"; 2. Existing Clauses: 3.2.1 - Nomination of person as Employer's Agent's Representative. 5.6 – Approval of the programme 5.7.2 - Work at night as well as by day 5.8 – Non-working times 5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions) 5.13 - Reduction of penalty for delay. 5.14.2 - The issue of a Certificate of Practical Completion. 5.14.4 - The issue of a Certificate of Completion. 5.16.1 - The issue of a Final Approval Certificate. 6.3 – Variations in respect of Variations which are not small (R30 000) 6.6 - Instruction to expend on Provisional and Prime Cost Sums 6.11 - Adjustment of General Items & Approval of Claims 8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.
8	3.2.4	Occupational Health, Safety – Public Health and the duly appointed H&S Agent has to be appointed by the contractor as Client's Agent on this contract, in terms of Clause 5(6) of the Construction Regulations, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993. The Principal Contractor shall perform a preliminary assessment of the project generated H&S plan and submit such to Occupational Health, Safety & Wellness – Public Health for legal compliance reassessment & verification / approval prior to any works commencing. The duly appointed H&S Agent will be responsible for further monitoring and the auditing of the approved H&S plan for legal compliance.
9	3.4	<u>Add the following</u> new Sub-Clause 3.4: The Employer may, at his sole discretion, provide technical support services to the Contractor or Sub Contractor(s). The technical team providing such support services will be appointed and remunerated by the Contractor. In the case of EPWP Contractor Learnership Programmes, support services may be provided by the ISD officer appointed by the contractor. The technical team will consist of the Employer's Agent and a person or persons acting as Training,

No.	Clause	Description
		Construction and Materials Managers or Construction Mentor, depending on the services to be provided and the scope of the functions to be executed. 3.4.1 In addition to his duties and functions in terms of 3.2.1, the Employer's Agent will co-ordinate the work of the technical team providing the support services. 3.4.2 The Project Manager acts as mentor to the Contractor in respect of the following functions, which are described fully in the CESA document, Guideline Contract Specific Data C4- Construction Management Services of the Form of Agreement for Consulting Services for Labour -Intensive Construction Projects: i) Programming the execution of the works. ii) Interpretation of drawings, specifications and related contractual matters. iii) Workforce structuring, employment and management. iv) Guidance to expedite work progress/ improve productivity. v) Setting out of works. vi) Safety measures and legislation requirements. vii) Materials handling. viii) Tools and equipment needs. ix) Financial matters. x) Training requirements. xi) Security aspects. xii) Quality control systems. 3.4.3 The Materials/ Project Manager is responsible for the following functions which are described fully in the CESA document, <u>Guideline Contract Specific Data C5-Materials Procurement Services</u> of the <u>Form of Agreement for Consulting Services for Labour -Intensive Construction Projects on the Contract</u>: i) Establishment of stores. ii) Determination of store administration procedures. iii) Determination of requirements of store staff. iv) Employment of store staff. v) Staff guidance, supervision and training. vi) Acquisition of materials. vii) Issue of materials. viii) Upholding of an assets register.

No.	Clause	Description
		ix) Insurance of assets. 3.3.4 The main role of the Mentor is to support the Learner Contractor and to impart knowledge that will enable the Contractor to compete independently as soon as possible. The Mentor provides a wide range of support and advice functions, including but not limited to advice with regard to: (i) Finance and dealing with banks (ii) Business management (iii) Contract management (iv) Procurement of materials and other required services (v) Technical and engineering (vi) Construction Planning and Management (vii) Fulfilling of statutory and tax obligations (viii) Labour and human resource advice
10	4.3.1	<u>Add the following</u> to the clause: “For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time. Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998. Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.” “The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014, Clause 5(1)(b) promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.”
11	4.3.3	<u>Add the following</u> new clause: “Contractor’s Designer The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract”
12	4.5	<u>Add the following</u> new Sub-Clauses: 4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.

No.	Clause	Description
		4.5.6 On the request of the Contractor and certified by the Employer's Agent as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause. The Contractor shall provide proof to the Employer's Agent of all payments effected by him. The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business. The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.
13	4.11.3	Add the following to Clause 4.11 Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.
14	5.3.1	The documentation required before Commencement of the Works are: Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) Project team
15	5.3.2	The Contractor is required, within 14 days of the Commencement Date, to submit the documents listed below to the Employer's Agent for his approval. Health and Safety Plan The Contractor shall deliver his health and safety plan, in terms of Clause 7.1 of the Construction Regulations (June 2017). Initial Programme The Contractor shall deliver his Initial Programme of work in term of Clause 5.6 Security Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to ten per cent (10%) of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Part C1.3 of this tender document. Insurance Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data. (a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;

No.	Clause	Description
		(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things; (d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million; (e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. (f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.
16	5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.
17	5.8.1	Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Normal working hours shall be those as stated in the applicable Sectoral / Ministerial Determination applicable to a 5 (five) day a week Non-working days are Saturdays and Sundays and special non-working days are public holidays and official builder's holidays.
18	5.8.1.5	Add the following additional Clause to Clause 5.8 "The cost of supervision by the Employer's Agent or his representatives outside of normal (Monday to Friday) working hours in accordance with this Clause, shall be to the Contractor's account".
19	5.12.2.2	Add to Clause 5.12.2.2: The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are: • 3 working days per month for the months of May to October • 4 working days per month for the months of November to April If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Employer's Agent or MLM Project Manager in writing. The submission shall be made within five calendar days of the resumption of work. The Employer's Agent shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.

No.	Clause	Description
		The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.
20	5.12.5	Add the following to Clause 5.12 5.12.5 Critical Path Provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.
21	5.13.1	The penalty for failing to complete the Works is R 1500 per calendar day
22	5.16.3	The latent defect period is 2 years.
23	5.14.5.5	Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data.
24	6.2.1	The security to be provided by the Contractor shall be: • a performance guarantee of ten per cent (10%) of the Contract Sum in the event of submissions or five per cent (5%) in the event of deductions, plus • retention money amounting to ten per cent (10%) of the Contract Price. Retention monies due shall be subjected to Clauses 6.10.1.3 and 6.10.3. The performance guarantee shall be from an approved Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee. A Retention Money Guarantee is not permitted. The wording of the performance guarantee shall be identical to the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data."
25	6.2.2	Replace the entire contents of Clause 6.2.2 with the following: "If the Contractor fails in his obligations to provide the stated security within the period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro-forma provided under Clause C1.3: Form of Guarantee of the Contract Data, the Employer may terminate the Contract in terms of Clause 9.2."
26	6.2.3	Replace the entire contents of Clause 6.2.3 with the following: "The Contractor shall ensure that the performance guarantee remain valid and enforceable until the issue of the Certificate of Completion."
27	6.8.2	Contract Price Adjustment will not apply
28	6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
30	6.10.4	Replace the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".
31	6.10.6.2	Replace Clause 6.10.6.2 with the following new Clause 6.10.6.2: 6.10.6.2 No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.
32	8.6 8.6.1	Delete Clause 8.6. and replace with the following: Notwithstanding the provisions contained in the General Conditions of Contract regarding

No.	Clause	Description
		insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Employer shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site ⇒ Contract Works Insurance (including SASRIA Insurance) and ⇒ Public Liability (Third Party) Insurance both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract. The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover: <u>Section 1 – The Contract Works</u> (a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or during erection and all materials for incorporation therein. “Temporary Works” shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which (i) do not comprise mobile plant, (ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or (iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price. (b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above. <u>Section 2 – Contract Liability</u> Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract. THE SUMS INSURED/LIMIT OF LIABILITY SECTION 1 – CONTRACT WORKS (a) Property insured under Section 1(a) The Contract Works The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers’ agreement to amend these limits is obtained in writing. (b) Property insured under Section 1(b) Surrounding Property R2,500,000 each and every loss

No.	Clause	Description																								
		SECTION 2 - CONTRACT LIABILITY Limit of Indemnity R20,000,000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event. EXCLUDED CONTRACTS The following Contracts are specifically excluded from the “blanket” cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms & Conditions of such policy with the Contractor in writing. 1. Any Contract with a Contract Price at award of over R100,000,000 2. Any Contract with a construction period at award exceeding 24 months 3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months 4. Any Contract involving 4.1 Underground Mine or Colliery Working’ 4.2 Tunnelling 4.3 Foul Berthing 4.4 Stevedoring Work 4.5 “Wet” work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water THE DEDUCTIBLES The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows: (A) <u>STANDARD BUILDING CONTRACTS</u> <table border="1"> <thead> <tr> <th></th><th>Description</th><th>Excess</th></tr> </thead> <tbody> <tr> <td>A1</td><td>Contract Value up to R10M</td><td>R 10,000</td></tr> <tr> <td>A2</td><td>Contract Value above R10M up to R25M</td><td>R15,000</td></tr> <tr> <td>A3</td><td>Contract Value above R25M</td><td>R25,000</td></tr> </tbody> </table> (B) <u>ELECTRICAL & ALL OTHER CONTRACTS</u> <table border="1"> <thead> <tr> <th></th><th>Description</th><th>Excess</th></tr> </thead> <tbody> <tr> <td>B1</td><td>Contract Value up to R1M</td><td>0.25% of claim minimum R10 000</td></tr> <tr> <td>B2</td><td>Contract Value above R1M up to R5M</td><td>0.25% of claim, minimum R20,000</td></tr> <tr> <td>B3</td><td>Contract Value above R5M</td><td>0.25% of claim, minimum R50,000</td></tr> </tbody> </table>		Description	Excess	A1	Contract Value up to R10M	R 10,000	A2	Contract Value above R10M up to R25M	R15,000	A3	Contract Value above R25M	R25,000		Description	Excess	B1	Contract Value up to R1M	0.25% of claim minimum R10 000	B2	Contract Value above R1M up to R5M	0.25% of claim, minimum R20,000	B3	Contract Value above R5M	0.25% of claim, minimum R50,000
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		(C) <u>LIABILITY RISKS</u> Liability limit: R20,000,000 <table><tr><th>Description</th><th>Excess</th></tr><tr><td>All Contracts</td><td>R25,000 in respect of loss or damage caused by Fire and damage to Underground Services</td></tr><tr><td></td><td>R20 000 in respect of all other losses.</td></tr></table> (D) <u>SASRIA</u> Rate : 0.0072% The Employer will pay all premiums in connection with the insurance effected by the Employer. In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor or sub-Contractor shall (a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage; (b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Employer's Agent; (c) Negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer. The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries. Any amount which becomes payable as a result of a claim by the Contractor under the insurance effected by the Employer shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract. Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer The Contractor and/or Sub-Contractor shall provide, as a minimum, the following: 8.6.2 (a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended (b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident; 8.6.3 (c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;	Description	Excess	All Contracts	R25,000 in respect of loss or damage caused by Fire and damage to Underground Services		R20 000 in respect of all other losses.
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No.	Clause	Description
		(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million; (e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. (f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer. These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance. The Contractor may effect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances. The insurances to be provided by the Contractor and Sub-Contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums. 8.6.4 8.6.5 If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor. 8.6.6 where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall 8.6.7 (a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and (b) ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable. 8.6.8 The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract. 8.6.9 8.6.10 8.6.11
33	9.1.4	Replace Clause 9.1.4 with the following: Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:

No.	Clause	Description
		a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities (Items A2.1 to A2.7) Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted. No payment will be made in terms of this Clause after the expiry of the due completion date.
34	10.1.1.1.1	Add the following to Clause 10.1.1.1.1 Should the claim be related to work stoppages by either the EMEs or the local community, no extension of time will be granted without a South Africa Police Service case number for threats or intimidation against the parties involved.
35	10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
36	10.5.1	Dispute resolution shall be by ad-hoc adjudication
37	10.5.3	The number of Adjudication Board Members to be appointed one (1).
38	10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.

39	11.	Add the following additional clause: Details to be confidential The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.
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C1.3: FORM OF PERFORMANCE GUARANTEE (PRO FORMA)

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition, (2015).

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor”

means:.....

.....

.....

Physical address:

.....

.....

.....

“Employer” means:

.....

.....

“Contractor” means:

.....

.....

.....

“Employer’s Agent” means:

.....

.....

.....

“Works” means:

.....

.....

.....

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

.....

.....

.....

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue of the Certificate of Completion

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

1. FIXED PERFORMANCE GUARANTEE

- 1.1. Where a fixed PERFORMANCE Guarantee has been selected. The Guarantor’s liability shall be limited to the amount of the Guarantee Sum.
- 1.2. The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.
- 1.3. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

2. CONDITIONS APPLICABLE TO FIXED PERFORMANCES GUARANTEES:

- 2.1. The Guarantor hereby acknowledges that:
 - 2.1.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be constructed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 2.1.2. Its obligation under this Performance Guarantee is restricted to the payment of money.

- 2.2. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 2.2.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;
- 2.2.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 3.2.1 and the sum certified has still not been paid;
- 2.2.3. A copy of the aforesaid payment which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 2.3. Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 2.3.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 2.3.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and
- 2.3.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provision liquidation court order.
- 2.4. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1
- 2.5. Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of the Performance Guarantee shall bear interest at the prime overdraft rate by the Employer's Bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 2.6. Payment by the Guarantor in terms of 3.2 or 3.3 will only be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 2.7. Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 2.8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have right to claim

his from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

- 2.9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 2.10. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 2.11. This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 2.12. Where the Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the magistrate's Court.

Signed at

.....
.....

Date

.....
.....

Guarantor's signatory (1)

.....
.....
.....

Capacity

.....
.....
.....

Guarantor's signatory (2)

.....

.....

Capacity

Witness signatory (1)

.....

.....

Witness signatory (2)

.....

....

C1.4: HEALTH AND SAFETY AGREEMENT

**AGREEMENT IN ACCORDANCE WITH
THE
OCCUPATIONAL HEALTH & SAFETY ACT**

SERVICE CONTRACT ENTERED INTO

between

MNQUMA LOCAL MUNICIPALITY
(hereafter referred to as “the Mandator”)

and

.....
(Registration No.:
COIDA No.:.....

(hereafter referred to as “the Mandatary”, represented by
the Chief Executive Officer) In the Agreement entered into
between the Client
(hereafter referred to as “the Mandator”)

PROJECT NAME:

BID NO.:

The parties hereby agree as follows:

1. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT

1.1 That this Agreement constitutes an agreement in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

2. COMPLIANCE WITH RELEVANT LEGISLATION

2.1 That the Chief Executive Officer of the Mandatary shall be obliged to ensure, and:

- He/She/ They shall be responsible for ensuring,
- that all employees and/or subcontractors of the Mandatary act, at all times and in all circumstances, strictly in accordance with the Occupational Health and Safety Act, 85 of 1993, the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, as well as any relevant Regulations as may be issued from time to time in terms of the aforesaid legislation.

3. SECTION 16(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT

3.1 That, prior to the Mandatary commencing with the rendering of the contractual services, the Chief Executive Officer shall appoint an employee in writing in terms of Section 16(2) of the Occupational Health and Safety Act, which person's particulars are furnished hereunder:

Name:

Identity no:

Address: _____

Tel. no:

(W)

(Cell)

4. SECTIONS 8 AND 9 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT

4.1 That, without in any way derogating from any of the provisions of paragraphs 2 and 3 above, the Mandatary shall, at all times and in all circumstances, be responsible for ensuring that the employees and/or subcontractors of the Mandatary comply with the provisions of Sections 8 and 9 of the Occupational Health and Safety Act.

5. LIABILITY

5.1 That the Mandatary accepts sole liability in respect of any damage and/or loss which may arise out of any intentional and/or negligent non-compliance with any provisions of the aforesaid legislation and/or Regulations by any of the employees and/or subcontractors of the Mandatary.

6. REPORTING OF INCIDENTS AND HAZARDOUS CONDITIONS

6.1 That the person appointed by the Mandatary in terms of paragraph 3 above shall, prior to the end of each shift, be obliged to report, in writing and in the manner prescribed in Annexure 1 of General Administrative Regulation 9, any incidents as specified in Section 24 of the Occupational Health and Safety Act, as well as incidents as specified in General Administrative Regulation 9 of the aforesaid Act, as well as any condition which he/she deems to be unsafe or unhealthy, and shall furthermore hand a copy of the aforesaid document to the Representative of the Mandator.

6.2 That, notwithstanding the aforesaid report, the person indicated in paragraph 6.1 above shall, directly after the occurrence of an incident, or directly after observing a hazardous condition, telephonically notify the Representative of the Mandator thereof.

7. REPRESENTATIVE OF THE MANDATOR

7.1 That the particulars of the Representative of the Mandator are as furnished hereunder:

Name:

ID No. / Passport No:

Address:

Telephone number:

(W):

(Cell):

Thus done and signed at _____ on this ____ day of _____ 20__

The Company Director
(on behalf of the Mandatary)

Witness

The Municipal Manager (on behalf
of the Mandator)

Witness

C1.6 : ADJUDICATION BOARD MEMBER AGREEMENT

PRO FORMA

This Agreement is entered into between:

Adjudication Board Member:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Contractor:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

Employer:

Name: _____

Physical Address: _____

Postal Address: _____

E-mail Address: _____

Facsimile Number: _____

Telephone Number: _____

Mobile Number: _____

The parties entered into a Contract for _____

_____ (name of project) which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition 2010 (GCC), must be referred to **ad-hoc adjudication**.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the GCC, Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 1. A monthly retainer of _____ (amount) for _____ (number of months), and/or
 2. A daily fee of _____ (amount) based on a _____ (number) hour day, and/or
 3. A hourly fee of _____ (amount), and/or
 4. A non-recurrent appointment fee of _____ (amount) which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expense incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the **Employer** shall pay the full amount within 28 days of receipt of the invoice and shall be reimbursed by the other Party by half the amount so that fees and expenses are borne equally by the Parties. This Agreement is entered into:

Contractor's signature: _____

Contractor's Name: _____

Place: _____

Date: _____

Employer's signature: _____

Employer's Name: _____

Place: _____

Date: _____

Adjudication Board Member's signature: _____

Adjudication Board Member's Name: _____

Place: _____

Date: _____

C1.7 : CONFIRMATION OF RECEIPT OF CONTRACT (PRO FORMA)

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement, hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) on:

The (day) of(month) (year)

At(place)

It is hereby agreed that the official commencement date of the contract will be:

The (day) of(month) (year)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/64/25-26

**PROVISION OF PROFESSIONAL ELECTRICAL SERVICES FOR PLANNING, DESIGN
AND PROJECT MANAGEMENT OF 2026/2027 FINANCIAL YEAR ELECTRIFICATION
PROGRAMME WITHIN MNQUMA AREA**

CONTRACTPART 2 (OF 3) : PRICING DATA

- C2.1 Pricing Instructions**
- C2.2 Bill of Quantities**
- C2.3 Summary Page for Bill of Quantities**

C2.1: PRICING INSTRUCTIONS

C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

1) The conditions of contract, the contract data, the specifications (including the project specifications) and the issued drawings shall be read in conjunction with the bill of quantities.

2) The bill comprises items covering the contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.

although the tenderer is at liberty to insert a rate of his own choosing for each item in the bill, he should note the fact that the contractor is entitled, under various circumstances, to payment for additional work carried out and that the engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the contractor inserted in the bill. Clause 8 of each standardized specification, and the measurement and payment clause of each particular specification, read together with the relevant clauses of the project specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3) Descriptions in the bill of quantities are abbreviated and may differ from those in the standardized and project specifications. No consideration will be given to any claim by the contractor submitted on such a basis. The bill has been drawn up generally in accordance with the latest issue of civil engineering quantities. Should any requirement of the measurement and payment clause of the appropriate standardized or project specification(s) be contrary to the terms of the bill or, when relevant, to the civil engineering quantities, the requirement of the appropriate standardized, project, or particular specification as the case may be, shall prevail.

4) Unless stated to the contrary, items are measured net in accordance with the drawings without any allowance having been made for waste.

5) The amounts and rates to be inserted in the bill of quantities shall be the full inclusive amounts to the employer for the work described under the several items. such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the tender is based.

6) An amount or rate shall be entered against each item in the bill of quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the bill.

The tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

should the tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the conditions of contract, remain valid irrespective of any change in the quantities during the execution of the contract.

7) The quantities of work as measured and accepted and certified for payment in accordance with the conditions of contract, and not the quantities stated in the bill of quantities, will be used to determine payments to the contractor. The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities certified for payment. Ordering of materials is not to be based on the bill of quantities.

8) For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: the unit of measurement for each item of work as defined in the standardized, project or particular specifications

Quantity: the number of units of work for each item

Rate: the payment per unit of work at which the tenderer tenders to do the work

Amount: the quantity of an item multiplied by the tendered rate of the (same) item

Sum: an amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units

9) The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m ³	=	cubic metre	MN.m	=	MegaNewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt

10) Expanded public works programme (EPWP) implications

Those parts of the contract to be constructed using labour-intensive methods have been marked in the schedule of quantities or bill of quantities with the letters li in a separate column filled in against every item so designated. works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters li are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the scope of works.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the scope of works) will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

11) The cost of all samples and tests as may be required to ascertain and check the quality of materials and workmanship or any part of the works are deemed to be included in the relevant rates in the bill of quantities. The contractor shall at his/her own expense take levels and prepare cross sections as required for the measurement and computation of excavation and fill quantities etc.

12) Value added tax (vat) shall not be included in the individual rates but is to be added as a total at the end of the summary.

13) All materials to be provided by the contractor will be SABS, ISO OR JASWIC approved where such a specification exists, whether specifically stated in the schedule or not.

14) Where a particular make of item is specified, the words "or similar approved" shall mean approval by the engineer in writing.

15) The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

16) The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

17) A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

18) Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

19) All prices or rates inserted in the Bill of Quantities shall be Excluding VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.

20) Arithmetical errors of responsive tenders will be corrected in the following manner:

- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.

- In the Bill of Quantities, if there is an error in the line-item total resulting from the product of the quantity and the unit rate, the line-item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line-item total shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates in the Bill of Quantities) to achieve the tendered total of the prices.
- Should a tenderer be unwilling to make the corrections ordered by the Project Engineer, the tender may be disqualified.

21) The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

22) A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Note: Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

Portion of the Works has to be subcontracted to EME's or QSE's OR shall be given to local nominated (EME's) Exempted Micro Enterprises or (QSE's) Qualifying Small Enterprises

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry, and the correct entry shall be written above in black ink, and the full signature of the Tenderer shall be placed next to the correction.

NOTE

Tenderers are to refer to the Scope of Works and in particular the Specification Data when pricing the Bills of Quantities. Certain clauses in the Standard Specifications and the Particular Specifications have been omitted, amended or added to and these changes must be taken into account when pricing the tender.

As it is not always practical or possible to cross reference every change to the Specifications, the onus rests on the tenderer to ensure that he is aware of the changes and to structure his rates accordingly.

C2.2: BILL OF QUANTITIES

Is to be in line with the Standard Specifications for Appointment for Professional Services

PROJECT NAME: PROVISION OF PROFESSIONAL SERVICES FOR PLANNING, DESIGN AND PROJECT MANAGEMENT OF 2026/2027 FINANCIAL YEAR ELECTRIFICATION PROGRAMME WITHIN MNQUMA AREA

CLOSING DATE & TIME: @

TOTAL PROJECT COST ESTIMATE: R 9 000 000.00 (VAT inclusive)

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

Pricing Schedule

Item	Stage/Description	Unit	Quantity	Rate	Amount
1.0					
1.1	Inception	Sum	1		
1.2	Concept and viability	Sum	1		
1.3	Design development	Sum	1		
1.4	Documentation and procurement	Sum	1		
1.5	Contract admin and inspection	Sum	1		
1.6	Close out	Sum	1		
1.7	Sub - total (A)				
2.0	Additional services				
2.1	Survey - MV	km	20		
2.1.1	Mark-up for item 2.1.1				
2.1.2	Survey - LV	km	25		
2.1.3	Mark-up for item 2.1.2				
2.2	GIS — premarketing	h/h	225		
2.2.1	Mark-up for item 2.2				
2.3	Environmental issues (SAHRA)	Sum	1		
2.3.1	Mark-up for item 2.3				

2.4	Employment of local students in training	No of	2	R 96 000	R 192 000
2.4.1	Mark-up for item 2.4	%	R 192 000		
2.5	Occupational Health and Safety	Sum	1		
2.6	Provision for Technical Training – Electrical Trade Test including the accommodation with meals (Breakfast and Dinner) for 20 days.	each	2	R 117 000	R 234 000
2.6.1	Mark-up for item 2.6	%	R 234 000		
2.6	Sub- Total (B)				
3.0	Time basis				
3.1	Category A	hr	30		
3.2	Category B	hr	30		
3.3	Category C	hr	100		
3.4	Category D	hr	100		
4.1	Vehicle km Travel to site, including travel time	sum	1		
4.2	Any other disbursements (Photocopying, Binding etc)	sum	1		
4.3	Sub-total (C)				
5.0	SUB-TOTAL (SUM OF ITEMS A+B+C)				
5.1	Discount	%			
5.2	Total after Discount				
5.3	Add: Value added tax 15%				
6.0	TOTAL TENDER AMOUNT				

NOTES:

The TOTAL Tender amount shall be carried forward to the Tender sum.

Item 1-4 construction stage is exclusive of project management. The provision of project management will be the subject of a separate agreement between the Municipality and the Successful Tenderer.

Time based payments will only be made if the service is approved in writing by the Employer. Tenders shall enter rates for the appropriate level of personnel who will carry out any timed based services.

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

Signed Date

Name Position

Tenderer

MNQUMA LOCAL MUNICIPALITY

TENDER NUMBER: MNQ/SCM/64/25-26

**PROVISION OF PROFESSIONAL ELECTRICAL SERVICES FOR PLANNING, DESIGN AND PROJECT
MANAGEMENT OF 2026/2027 FINANCIAL YEAR ELECTRIFICATION PROGRAMME WITHIN MNQUMA AREA**

CONTRACT
PART 3 (OF 3): SCOPE OF WORK

CONTENTS

C3.1	Description of the Works
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C3.1 : DESCRIPTION OF THE WORKS
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SCOPE OF WORK

SCOPE OF WORK FOR PROFESSIONAL ENGINEERING SERVICES- (SERVICES REQUIRED OF THE TENDERER)

CONTENT

DISCRIPTION

C3.1	INTRODUCTION
C3.2	DESCRIPTION OF THE PROJECT
C3.3	EXECUTION OF ENGINEERING SERVICES
C3.4	PRELIMINARY DESIGN STAGE
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C.1 INTRODUCTION

Provision(s) of Professional Engineering Services is required for the Planning, Drafting of Technical Report(s), Design reports & drawings, compilation of contract documentation, Construction & Project Management and drafting of O & M manuals, Close-Out Report and Other applicable activities to complete the following project(s).

NO.	PROJECT NAME	PROVISION OF PROFESSIONAL SERVICES FOR THE CONSTRUCTION PROJECT DELIVERABLES	Projected number of households to be covered
		-	
1	MNQ/SCM/64/25-26 Provision of Professional Electrical Services for Planning, Design and Project Management of 2026/2027 Financial Year Electrification Programme within Mquma Area	Planning, Preliminaries, Design, Compilation of tender document, Construction monitoring, project management, compilation of O&M manuals, Close-out report	225

Technical and Financial proposals from suitably qualified engineering firms are invited to be submitted in accordance with the Tender Notice, Bid document and the Mquma Local Municipal's Supply Chain Management Policy.

The Professional Services will include but not limited to the following:

- Compilation of Technical Report(s) and MIG registration.
- Project Designing, drawings & Contract documentation in accordance with Professional National & International Standards as prescribed by ECSA and other applicable Standards i.e NEC3.
- Contract Documentation Support - Preparation of all the relevant Tender documents and coordination of bidding processes
- Application of Professional Norms & Ethics to complete the project(s)
- Monthly MIG and Other Reporting Requirements required during the project implementation shall be the Service Providers' responsibility.
- Project Management and Contract Administration
- Conduct and coordinate project site meetings (Technical & Site) to ensure effective management and public participation with the project(s)
- Compilation and issuing of close-out report at completion
- Development of O & M manual for the project

C3.2. DESCRIPTION OF THE PROJECT

C3.2.1 Existing Infrastructure

The assistance of a Professional Engineer will be required to locate existing infrastructure during the design stage and determine potential delays and adverse effects towards the achievement of the project(s) deliverables.

C3.2.2-3 Topography, Geotechnical and Material Aspects

The general topography & geotechnical conditions of Mngquma Local Municipality will be presented discussed during the compulsory briefing meeting & subsequent sites visits.

Any other investigations that may assist the Bidder to fairly price his bid document shall be on the Bidder's account to conduct during the compulsory briefing meeting

C3.2.5 Proposed Design Standards

The design shall be carried out according to the applicable Professional Standards as prescribed by ECSA and other applicable Standards. The Tenderer shall ongoingly liaise with the Mngquma Local Municipality regarding the most appropriate design parameter(s) at least on a weekly basis and also present progress.

The Tenderer is also expected to adopt a design philosophy which will maximise the use of local resources and labour during the construction phase, in accordance with the principles of Expanded Public Works Programme. The Tender documentation will reflect this philosophy and shall promote Broad-based black economic empowerment (BBBEE) in general.

C3.2.6 Environmental and Mineral Resources

The Tenderer will be responsible for implementing the necessary processes to obtain approval in respect of the environment and the use of materials ***if required*** and shall be the responsibility of the Service Provider to duly allow for such activities and ***formally advise the Employer of such & other requirements to be submitted with the bid document.***

In particular, the following approvals:

- A Record of Decision approving the project from the Department of Environmental affairs (DEA) (where applicable).
- Regular environmental reports during construction, plus a completion report in terms of DEAT requirements (where applicable).

Penalties as prescribed on the Contract Data will be applied on failure to obtain the necessary approvals that may lead to delays in implementing the project.

C3.2.7 Existing Services

The Tenderer shall identify any existing services, such as electricity, telephone, water supply, etc, which may be affected by the project. It is imperative that the relevant authorities be advised within a reasonable period about the need to relocate services with minimum disruptions to the approved programme. It is the Bidder's responsibility to notify and communicate with the relevant authorities and draft a programme for relocations required.

The bidder shall take full responsibility for the way leaves applications and approvals

Relocation costs are generally paid via the construction contract and provision should be made in the Tender document. However, critical relocations may have to be detailed on the methodology to be submitted with this Bid Document during closing.

C3.3. EXECUTION OF PROFESSIONAL ENGINEERING SERVICES

C3.3.1 General

The Tenderer shall execute the required services in a professional manner, complying with the appropriate design codes and specifications. The Tenderer shall also comply with all relevant legislation pertaining to the built environment in general and Roads and Storm-water infrastructure projects in particular.

The Tenderer should demonstrate in his Methodology and Technical Proposal that he is aware of the relevant legislation and the various approvals required at certain stages of the project. Failure to demonstrate this knowledge will result in the Tender being considered non-responsive in terms of functionality.

C3.3.2 Scope of Professional Services

Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

C3.3.3. Provision of Personnel and Resources

Particular emphasis is placed on the qualifications of the key personnel to be provided when calculating the points scored for pre-qualification. No changes to the proposed personnel will be accepted without clear motivation and only then in exceptional circumstances. Replacement personnel must have similar or better qualifications than those originally proposed.

Failure to provide suitable personnel and resources may result in the Tenders being re-evaluated and the Contract being cancelled as per Clause 8.4 of the Special Conditions.

C3.3.4 Programme of Activities

The Tenderer shall submit a final programme indicating the key milestones to the Employer within 7 (seven) days of the date of the letter of acceptance of Tender for approval by the Employer. The key milestones shall include, but are not limited to:

- Submission of preliminary design report.
- Submission of Scoping Report to DEAT. (where applicable)
- Receipt of approval from DEAT. (where applicable)
- Submission of Environmental Management Programme to DME. (where applicable)
- Receipt of approval from DME. (where applicable)
- Submission of draft Tender drawings.
- Submission of draft Tender documentation.
- Completion of final Tender drawings and documentation.
- Date for advertising Tenders.
- Date for closing of Tenders.
- Date for completion of adjudication report.
- Date for signing of construction drawings.

The programme shall also demonstrate that the Tenderer recognises the various inputs required in order to meet these milestones. Failure to submit an acceptable programme will lead to delays which could in turn result in penalties.

The preparation of the programme, and of any required updates, is considered to be included in the Tender percentage fee for the preliminary design.

C3.3.5 Progress Meetings

The Tenderer shall meet formally with the Employer on a monthly basis to discuss progress on the project. The Employer may ask for additional meetings in the event of progress being behind the accepted programme. All meetings shall take place at a convenient place within the Municipality area.

The meetings shall continue during the construction stage, with the specific purpose of presenting cost forecasts to the Employer and highlighting any technical or contractual issues. These meetings shall be addition to the normal monthly site meetings with the successful Tenderer for construction. The project site shall provide for proper facilities for these meetings to take place in a convenient environment to be spelt out in the contractor's general obligations.

All the cost of attending the first two progress meetings per month is deemed to be included in the Tender percentage fee for the various stages of the project.

C3.3.6 Reporting

Monthly progress reports shall be prepared and tabled at the above referred meetings together with a marked up programme illustrating progress against original planned targets. The reports shall be prepared according to approved standards by the Employer and shall take into account INEP reporting requirements and other applicable reporting standards. Progress reports shall be submitted to Civil Services Division on a monthly basis prior and/or with submission of fee claim and or payment certificates due for payment to all parties involved.

Every report shall be accompanied with visual photos indicating progress on site where applicable. A ***Checklist of applicable or relevant supporting documentation shall be issued to the Tenderer which shall be submitted on a monthly basis*** with or without payment certificate(s).

C3.3.7 Targeted Procurement

The inclusion of targeted procurement procedures (Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates) in Tender documentation, and reporting thereon during construction, are deemed to be included in the various stages and will not be paid for separately.

C3.4. PRELIMINARY DESIGN STAGE

The Preliminary Design Stage shall be carried out in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

A preliminary design report is required which shall include, but shall not be limited to, the following:

- An assessment of different design standards and cost benefit analysis for each option.
- Details of liaison with DEAT. (where applicable)
- Details of community liaison, relevant issues and implications for the design.
- Progress with survey, materials investigation etc, and confirmation of dates for the Tender process.
- A comprehensive preliminary construction cost estimate.

C3.5. DETAILED DESIGN AND TENDER DOCUMENTATION

The Design and Tender Stage shall be carried out in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

During the design process cognisance must be taken of the requirements of the Expanded Public Works Programme and allowance made for the inclusion of operations that can be carried out under this programme.

A final Detailed Design Report is required, confirming the recommended route and design standards. The methodology report shall accompany the Tender document and the detailed Engineer's cost estimate for the project. The cost estimates shall be based on the schedule of quantities in the Tender document and may need to be updated following feedback from the Employer.

The format of the Tender documentation shall be discussed in advance with the Employer. The Employer shall provide information in terms of the Mquma Local Municipality's Supply Chain Management Policy and Special Conditions of Contract, as well as the Tender evaluation procedure to be followed. Material information is considered to be an integral part of the Tender documentation.

Prior to Tenders being advertised and it is essential that certain services and documents be completed:

- All survey work.
- Submission of Scoping Report to DEAT and receipt of record of decision {or at least notification of when record of decisions (ROD) is expected}.
- Submission of EMP to DEAT and receipt of approval.
- Details of community liaison conducted and mitigation measures adopted.
- Issue of expropriation notices to landowners (if any).
- Design Drawing Sections

The Tender documents received shall be evaluated according to the requirements of the Employer and/or in accordance with the Mquma Local Municipality's Supply Chain Management Policy and evaluation according to a points scoring system.

C3.6. WORKING DRAWINGS

The Working Drawings shall be prepared in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates. and any subsequent updates.

The full set of construction drawings must be submitted for approval of the Employer. Signed construction drawings are required prior to the official contract commencement date of the Contractor.

C3.7. CONSTRUCTION STAGE

The Construction Stage shall be carried out in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

During the course of construction, the Tenderer shall update the Employer's database on a monthly basis. In addition, the Tenderer shall ensure that all information required for reporting in terms of employment statistics and targeted procurement are provided and submitted. All the necessary quality tests, as stipulated by South Africa National Standards (SANS) shall be done with the Employers agent in witness

C3.8. COMPLETION OF SERVICES

The completion of services refers to the preparation of the following, their submission and presentation to the Employer

- "As-built" drawings with record drawings,
- As-Built information,
- Practical & Completion Certificates
- Snag-list certificate(s)
- A comprehensive Close-out Report,
- Operation & Maintenance Manuals,
- A submission of all the relevant test results as stipulated by South Africa National Standards (SANS) shall also be made on completion.

In addition, closure must be obtained from DEAT. (Where applicable)

It is a requirement that the professional services be completed and applicable or all documentation submitted to the Employer within 3 months of the issue of the Contractors' Certificate of Practical Completion. A separate payment item is included in the Pricing Schedule for completion of services and this must be priced realistically. Refer to the tables in ECSA guidelines.

C3.9. CONSTRUCTION MONITORING / SITE SUPERVISION

This service must be included in this contract and must not be priced separately.

C3.10. ADDITIONAL SERVICES

All additional services shall be carried out in accordance with Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates. The following additional services are envisaged, although further services may be added by the Employer.

C3.10.1 Survey

A detailed engineering topographical survey is required which will provide sufficient detail for the road alignment and drainage design to be carried out.

The Tenderer shall take full responsible for the arrangement of a recognised and experienced survey firm to conduct the detailed engineering topographical survey. The costs shall be included in the BOQ's and shall be deemed to have been included.

C3.10.2 Geotechnical Investigation (Where applicable)

A comprehensive geotechnical investigation is required in order to minimise the potential for unforeseen conditions on site. The services of a recognised specialist engineering geologist shall be engaged to carry out the investigation. The cost and the appointment shall be approved by the Employer.

The appointed specialist or firm will be responsible for:

- Point out any potential problems which may impact on the design, such as slope stability and specific counter measures.
- Prepare a geotechnical report incorporating details of the investigations conducted and the results thereof.

C3.10.3 Environmental Issues (Where applicable)

It is essential that the necessary environmental approvals for the project be obtained from the relevant government departments. An environmental specialist shall be engaged to carry out investigations, liaise with the relevant departments, submit reports and obtain approvals.

In particular, the following approvals are required:

- An ROD from the DEAT.
- Regular environmental reports during construction, plus a completion report in terms of DEAT requirement.

The appointment of the environmental specialist and the costs thereof shall be approved by the Employer. Separate payment items are included in the Pricing Schedule for the work relating to DEAT.

C3.10.4 Expropriation and Compensation

The Tenderer is responsible for ensuring that the Employer's procedures with regard to expropriation and compensation are adhered to.

Expropriation diagrams are required for each affected property. These shall be forwarded to the owners by the Tenderer under the Employer's letterhead. The format of the diagrams and the letters shall be agreed between the Tenderer and Employer.

The Tenderer shall be reimbursed for inputs related to expropriation on a time and cost basis.

C3.10.5 Time Based Services

With reference to Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 175 of 2009, 4 January 2010, the Employer may order that certain services be carried out on a time and cost basis.

The Tenderer is required to provide Tender hourly rates for various categories of personnel as per Items 3.1 to 3.4 of the Pricing Schedule. These rates only shall be used to calculate the value of time based services. Clause 4.4 (3) of ECSA guidelines shall not apply.

C3.11. MEASUREMENT AND PAYMENT

The principles for the measurement and payment of professional fees to the Tenderer are explained under the **Pricing Assumptions** to the Pricing Schedule. Clarification of costs deemed to be included in the Tender rates for normal services are provided below.

C3.11.1 General

C3.11.1.1 Travel

This Contract will be awarded on the basis that the Tenderer's personnel are considered to be located within a maximum radius of 50km or an office based at Butterworth. No additional payment will be made for travel from other offices or centres unless agreed to in advance by the Employer.

C3.11.1.2 Expense

Miscellaneous expenses as described in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates, shall be recovered at the actual cost plus the Tender mark up will not be applicable).

C3.11.1.3 Reporting and Meetings

All costs associated with monthly reports, progress meetings and updating the Employer's database are deemed to be included in the Tender rates for normal services.

C.3.11.2 Preliminary Design Stage – Payment Item 1.1

No separate payment will be made for the report stage described in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

Any services listed in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates, which are carried out under this Contract are deemed to be included in the Tender rate for the Preliminary Design Stage.

C3.11.3 Design and Tender Stage – Payment Item 1.2

The Tender rate for the Design and Tender Stage is deemed to include all costs associated with incorporating targeted procurement into the Tender documentation. No separate payment will be made for services described in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates.

The inclusion of targeted procurement procedures, OHS Act regulations, a Tender evaluation system, environmental specifications, and any other specific requirements, in the Tender documents are deemed to be covered by the Tenderer's percentage rate for Design and Tender Stage.

The fees (up to the first 50% of the Tendered rate) for this stage shall be claimable once the Consulting Engineer has acquired approval from the Employer after the submission of a detailed project design report (with detailed drawings) and progress report.

The fees (up to 100% of the Tendered rate) for this stage shall be claimable once the Consulting Engineer has acquired approval from the Employer after submission of a Tender evaluation and progress reports.

C3.11.4 Working Drawing Stage – Payment Item 1.3

The fees (up to 100% of the Tendered rate) for this stage shall be claimable once the Consulting Engineer has submitted and presented a complete set of construction drawings to the Employer and the Contractor; and has submitted his progress report.

C3.11.5 Construction Stage – Payment Item 1.4

The Tender rate for the Construction Stage shall include for carrying out the duties of the Engineer in accordance with the General Conditions of Contract pertinent to the construction contract.

Should any dispute require resolution via mediation, arbitration or litigation, then additional services as described in Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) Board Notice 243 of 2013, 01 January 2014 and any subsequent updates shall apply.

The Consulting Engineer shall be entitled up to the Tendered rate of the total approved percentage fee at the completion of this stage. Progress payments shall be made on a pro-rata basis, based upon the actual construction cost according to the progress made with the project and provided that the Consulting Engineer's fee does not exceed the Tendered rate of the total approved percentage fee for the project, and provided that the Consulting Engineer submits monthly progress reports as required by Mnquma Local Municipality.

The Consulting Engineer shall be entitled up to of the total approved percentage fee for the project when this stage is complete.

C3.11.6 Completion of Services – Payment Item 1.5

Payment under this item will only be made once all documentation, reports, as-built information and among others the following:

- "As-built" drawings with record drawings,
- As-Built information,
- Practical & Completion Certificates
- Snag-list certificate(s)
- A comprehensive Close-out Report,
- Operation & Maintenance Manuals,

- And all the relevant test results as stipulated by South Africa National Standards (SANS) shall also be made on completion have been accepted by the Employer, and all necessary approvals and closures obtained from the relevant departments and authorities.

The Consulting Engineer shall be entitled to the remaining Tendered rate of the fee budget, based on the actual construction cost.