



TDR128/2025/2026

**APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL
INFRASTRUCTURE AND BUILDING PROJECTS**

CLOSING DATE: 10 APRIL 2026	CLOSING TIME: 12:00
------------------------------------	----------------------------

NAME OF BIDDER* (Registered name)	
TRADING NAME* (If different from above)	
ADDRESS*	
TELEPHONE NUMBER*	
CELLPHONE NUMBER*	
E-MAIL ADDRESS*	
CENTRAL SUPPLIER DATABASE REGISTRATION NR*	
B-BBEE LEVEL OF CONTRIBUTION*	
LOCALITY (Municipal Area/Province where Business is Located) *	
CIDB REGISTRATION NR* (if applicable)	N/A
TENDER AMOUNT (VAT included) *	See pages 67 - 100

(* - TO BE COMPLETED BY BIDDER)

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

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SECTION 1.1: INVITATION TO TENDER

CLOSING TIME: 12:00

CLOSING DATE: 10 APRIL 2026

TDR128/2025/2026: APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL INFRASTRUCTURE AND BUILDING PROJECTS

Tenders are hereby invited from Consulting Engineers to be appointed on a panel of engineers to provide Electrical, Mechanical, Structural & Civil Engineering, Environmental, Water & Sewage, Water and Sewerage treatment plant process Engineering, Project Management, Geotechnical, Transportation Engineering and Human Settlement for various projects in the Mossel Bay Municipal Area to be executed on behalf of the Mossel Bay Municipality for a period of three (3) years from 1 July 2026 to 30 June 2029.

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

Enquiries pertaining to the specifications can be addressed as follows:

Mr. Hendrik Schoeman	(044) 606-5268	hschoeman@mosselbay.gov.za
Mr. Eric Louw (Water and Sanitation)	(044) 606-5270	elouw@mosselbay.gov.za
Mr. Morné Olivier (Electrical Services)	(044) 606-5083	molivier@mosselbay.gov.za
Mr. Jean Cox (Roads, Transport and Stormwater Services)	(044) 606-5252	jcox@mosselbay.gov.za
Mr. Lindilizwi Mngxekeza (Human Settlements)	(044) 606-5013	lmngxekeza@mosselbay.gov.za
Mr. Vuyisile Tshantshana	(044) 606-5275 -	vtshantshana@mosselbay.gov.za

Enquiries pertaining to the completion of the documents can be addressed to Ms Juanita Schutte who may be contacted at telephone (044) 606-5198 or e-mail at jschutte@mosselbay.gov.za.

A set of tender documents can be obtained at a non-refundable cost of R394.00 per set from Ms Juanita Schutte who may be contacted at telephone (044) 606-5198 or e-mail at jschutte@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za)**, prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

A compulsory information meeting will take place at 11h00 on Thursday, 19 March 2026 at the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay.

ALL BIDDERS, including ALL THE PARTNERS OF A JOINT VENTURE MUST BE CIDB REGISTERED AND ATTEND THIS COMPULSORY MEETING.

BIDDERS (including all partners of a Joint Venture) WHO DID NOT ATTEND THE COMPULSORY INFORMATION MEETING AND SUBMIT A BID, WILL BE SEEN AS SUBMITTING A NON-RESPONSIVE BID.

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

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

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Thursday, 10 April 2026** or be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

Bids will be pre-evaluated on the following functionality criteria and bids that score less than 80 out of 100 points for construction projects and less than 54 out of 67 points for non-construction projects will be considered as non-responsive:

Functionality criteria and weight:

1. Description of general quality criteria carrying a weight of a maximum of 60 points for construction projects and a maximum of 67 points for non-construction projects.
2. Description of Project Field Quality criteria carry a weight of a maximum of 20 points for construction projects.
3. Description of Project Specific Quality criteria carrying a weight of a maximum 10 points for construction projects.
4. Studies and Master plan carrying a weight of maximum of 10 points.

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

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

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

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

**MR C PUREN
MUNICIPAL MANAGER**

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The following documents available on Engineering Council of South Africa (ECSA) website <https://www.ecsa.co.za/home> will be applicable to this tender as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of tender documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

- | | |
|---|---|
| 1. GUIDELINE SCOPE OF SERVICES AND PROFESSIONAL FEES
[Scope of Services and Professional Fees for Persons Registered
in terms of the Engineering Profession Act, 46 of 2000] | Government Gazette
No. 52691
Published on 16 May
2025 |
| 2. Code of Practice for the Performance of Mechanical Engineering
Work
Code of Practice for the Performance of Electrical Engineering Work
Code of Practice for the Performance of Civil Engineering Work
Code of Practice for the Performance of Industrial Engineering Work | Government Gazette
No. 50840
Published on 21 June
2024 |

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

A set of tender documents can be obtained at a non-refundable cost of R394.00 per set from Ms Juanita Schutte who may be contacted at telephone (044) 606-5198 or e-mail at nsaunders@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the bid document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnuyders@mosselbay.gov.za)**, prior to collecting and proof of payment must be provided when collecting the bid document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

1.2.5 Registration on the Central Supplier Database

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

1.2.6 Completion of Tender Documents

- (a) The original tender document must be fully completed and originally signed in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the

authorised signatory and returned. Failure to do so will result in the disqualification of the tender and will not be evaluated.

- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender and will not be evaluated.
- (c) The complete original tender document must be returned. Material pages that are omitted from the tender document may result in the disqualification of the tender and the bidder will not be evaluated. The municipality reserves the right to request immaterial pages that were omitted.
- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.
- (e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

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

1.2.8 Other Documentation

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

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

1.2.8.2 Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful

bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the tender document.
- (c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the tender document, which indicates that the rental includes their municipal rates and taxes. If the lease agreement indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the leased premises indicated must also be submitted.
- (d) If a bidder and its director's/members, do not own any property, they must submit the following:
 - (i) Affidavit from the bidder and its director's/members, that they do not own any property;
 - (ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.
- (e) If a bidder or its director's/members, lives outside of South Africa, an affidavit by the Company must be submitted.

1.2.9 Authorised Signatory

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

1.2.10 Site / Information Meetings

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

1.2.11 Samples

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

1.2.12 Quantities of Specific Items

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

1.2.13 Submission of Tender

- (a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Thursday, 02 April 2026.**
- (b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand or by courier at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

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

1.2.16 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative offers will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

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

1.2.19 Contract

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

1.2.20 Subcontracting

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

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

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

1.2.23 Stamp and Other Duties

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

1.2.24 Wrong Information Furnished

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

1.2.25 Past Practices

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

1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS

1.2.26.1 Proof of B-BBEE Status Level of Contributor:

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

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

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

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

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

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

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

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

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

No	Requirement	Points for enterprises within Mossel Bay municipal area	Points for enterprises within Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

- (d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
 - (i) Municipal Account of bidder's address as indicated in bid document;
 - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.
 - (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
 - (iv) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

1.2.27 Letter of Good Standing from the Commissioner of Compensation

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

1.2.28 Negotiations

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

1.2.29 Joint Ventures

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

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

- a resolution taken by the board of directors of the Joint Venture and other information that agrees with the Joint venture agreement as detailed on pages 124-126.

(f) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.30 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to:

Mr. Hendrik Schoeman	(044) 606-5268	hschoeman@mosselbay.gov.za
Mr. Eric Louw (Water and Sanitation)	(044) 606-5270	elouw@mosselbay.gov.za
Mr. Morné Olivier (Electrical Services)	(044) 606-5083	molivier@mosselbay.gov.za
Mr. Jean Cox (Roads, Transport and Stormwater Services)	(044) 606-5252	jcox@mosselbay.gov.za
Mr. Lindilizwi Mngxekeza (Human Settlements)	(044) 606-5013	lmngxekeza@mosselbay.gov.za
Mr. Vuyisile Tshantshana	(044) 606-5275 -	vtshantshana@mosselbay.gov.za

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1.3 GENERAL CONDITIONS OF TENDER

1.3.1 DEFINITIONS & INTERPRETATION

1.3.1.1 Definitions

The following words and expressions shall have the meanings assigned to them except where the context requires otherwise: -

- (1) "**Agreement**" means this Form of **Agreement** for Consulting Engineering **Services**, including the **Agreement** and **Specific Provisions**, the **Conditions of Agreement**, together with any appendices thereto.
- (2) "**Client**" means Mossel Bay Municipality, who employs the **Consulting Engineer**.
- (3) "**Consulting Engineer**" means the contracting party named in the **Agreement**, who is employed by the **Client** to perform the **services**.
- (4) "**Contract**" means the agreement or agreements between the **Client**, or his designated representative, and the contractor(s) for the execution of all or a portion of the **works** by the contractor(s).
- (5) "**Contract Documents**" means all documents relating to the **works** including those issued by or through the **Consulting Engineer**, including, but not limited to, the contract drawings, bills of quantities, specifications and schedules and any amendments thereto.
- (6) "**Contractor**" means any person or legal person under contract to the **Client** to execute the **works** or part thereof and includes any sub-contractor to whom any part of the **works** has been sub-let by a **contractor**.
- (7) "**Cost of the works**" means the total amount, exclusive of value added tax, certified or which would be certified for payment to contractors (irrespective of who actually carries out the **works**) in respect of the **works** designed, specified or administered by the **Consulting Engineer**, before deduction of liquidated damages or penalties, including –
 - a) a pro-rata portion of all preliminary and general items applicable to the **works**; and
 - b) the costs of new materials, goods or equipment, or a fair evaluation, of such material, goods or equipment as if new whether supplied new or otherwise by, or to, the **Client** and including the cost or a fair evaluation of the cost of installation (the sourcing, inspection and testing of such will comprise additional **services** by the **Consulting Engineer**).
- (8) "**day**" means the period between any one midnight and the next.
- (9) "**month**" means a period of one month according to the Gregorian calendar commencing with any day of the month.
- (10) "**party**" and "**parties**" means the **Client** and the **Consulting Engineer** and "**third party**" means any other person or entity, as the context requires.

- (11) "**Principal Agent or Lead Consultant**" means the party appointed by the **Client** to take overall responsibility for the administration of the **project**, including the work of other **Consulting Engineers**.
- (12) "**Project**" means the **project** named in the **Agreement** for which the **services** are to be provided.
- (13) "**Services**" means the service or services to be performed by the **Consulting Engineer** in accordance with the **Agreement** and comprises Normal Services, Additional Services and Exceptional Services.
- (14) "**Stage**" means either the Report Stage, the Preliminary Design Stage, the Design and Tender Stage, the Construction Stage or any other Stage of the **services** to be performed by the **Consulting Engineer**, as described in this **Agreement**.
- (15) "**Tax**" means Value Added Tax, Sales Tax or any other statutory tax or levy applicable to this **Agreement**.
- (16) "**Works**" means the activities on a **project** for which contractors are under contract to the **Client** to perform or is intended to be performed, including the supply of goods and equipment.

1.3.1.2 Interpretation

- (1) The headings in the **Agreement** shall not be used in its interpretation.
- (2) The singular includes the plural; the masculine includes the feminine and vice versa where the context requires.
- (3) If there is conflict between any of the provisions of the **Agreement** then the following order of priority shall apply in the interpretation of the **parties'** obligations: -
Additional documents specified in the **Specific Provisions**
- (4) All monetary amounts exclude **tax**.
- (5) Words or expressions in bold font are defined in Clause 1.1.

1.3.2 OBLIGATIONS OF THE CONSULTING ENGINEER

1.3.2.1 Duty of Care

The **Consulting Engineer** shall exercise reasonable professional skill, care and diligence in the performance of the **services** and adhere to the code of practice as Published on 21 June 2024 in Government Gazette No. 50840

1.3.2.2 Exercise of Authority

Where the **services** include the exercise of powers to certify, decide or exercise discretion in terms of a **contract** between the **Client** and any **third party**, then the **Consulting Engineer** shall act in accordance with that **contract**, but as an independent professional acting with reasonable skill, care and diligence.

1.3.2.3 Designated Representative

The **Consulting Engineer** shall designate in writing a person to act as his representative and such person shall have complete authority to receive instructions and to give information to the **Client** on behalf of the **Consulting Engineer**.

1.3.2.4 Co-operation with Others

The **Consulting Engineer** shall perform the **services** in conjunction with any other **Consulting Engineers** or specialists who are providing **services** to the **project**, and he may make recommendations to the **Client** in respect of such appointments for certain parts of the **project**. The **Consulting Engineer** shall only be responsible for his own performance and the performance of his sub-Consulting Engineers or specialists who have specifically been appointed by the **Consulting Engineer** to assist him with the **services**.

1.3.2.5 Notice of Change

On becoming aware of any matter which shall materially change or has changed the scope, cost or timing of the **services** or the **works**, the **Consulting Engineer** shall give notice to the **Client**, save that the **Consulting Engineer** is empowered to make minor changes or variations within the overall programme or budget and within such parameters as are defined by the **Client**, provided that such changes are reported timeously to the **Client**.

1.3.2.6 Construction State Services

The **Consulting Engineer** will monitor any construction to the extent described in **Appendix A**.

The **Consulting Engineer** cannot ensure the performance of the **contractor** nor guarantee against any failure by the **Contractor** to perform his work in accordance with the **contract**. The provision of construction stage **services** creates no contractual relationships between the **Consulting Engineer** and the **contractor**, and the **Consulting Engineer** has no liability to the **contractor** in any way arising out of such **services**.

1.3.3 OBLIGATIONS OF THE CLIENT

1.3.3.1 Information

The **Client** shall timeously provide to the **Consulting Engineer**, free of cost, all information that may be reasonably required for the provision of the **services**. The **Consulting Engineer** shall be entitled to rely on the accuracy and completeness of such information furnished by or on behalf of the **Client**.

1.3.3.2 Decisions

The **Client** shall give his decision on all matters properly referred to him by the **Consulting Engineer** in writing within a reasonable time so as not to delay the **services** or the **contract**.

1.3.3.3 Assistance

The **Client** shall co-operate with the **Consulting Engineer** and shall not interfere with or obstruct the proper performance of the **services**. The **Client** shall as soon as reasonably possible:

- (1) Authorise the **Consulting Engineer** to act as his agent as may be necessary for the performance of the **services**.
- (2) Provide all available maps, plans, record drawings and other relevant information.
- (3) Procure the **Consulting Engineer's** ready access to the **project** site.
- (4) Designate in writing a person to act with his complete authority to give instructions for and to receive information on his behalf.

1.3.3.4 Services of Others

The **Client** shall at his cost engage such other Consulting Engineers and specialists as may be necessary for the proper completion of the **project**. The **Consulting Engineer** shall co-operate with such Consulting Engineers and specialists but shall not be responsible for them or for their performance.

1.3.3.5 Notice of Change

On becoming aware of any matter which materially shall change or has changed the scope, cost or timing of the **services** or the **works**, or on becoming aware of any defect or deficiencies in the **services** or the **works**, the **Client** shall give appropriate notice to the **Consulting Engineer**.

1.3.3.6 Issue of Instructions

Where the **Consulting Engineer** is required to administer the work of others or of any **contract** on behalf of the **Client**, then the **Client** shall only issue instructions related to such work or **contract** through the **Consulting Engineer**. Further, the **Client** shall not enter into any **agreement** or **contract** which describes the duties of the **Consulting Engineer** or imposes obligations on him without first obtaining the **Consulting Engineer's** written **agreement** thereto.

1.3.4 DURATION OF AGREEMENT

1.3.4.1 Commencement

The appointment of the **Consulting Engineer** shall commence from the date of the **agreement**.

1.3.4.2 Completion

Unless terminated under one of the other clauses, the appointment of the **Consulting Engineer** shall be completed when the **Consulting Engineer** submits the final report or when he renders the closing account, whichever is the later.

1.3.4.3 Force Majeure

If circumstances arise for which the **Consulting Engineer** is not responsible and which make it impractical or impossible for the **Consulting Engineer** to perform the **services** in the normal manner as contemplated by the **parties** in accordance with the agreement in whole or in part, then the **Consulting Engineer** shall promptly notify the **Client**.

If in those circumstances certain **services** have to be suspended, the time for their completion shall be extended by the extent of the delay plus a reasonable period for their resumption or, if the speed of performing certain **services** has to be reduced, the time for their completion shall be extended as may be necessary due to the circumstances. The **Client** shall pay to the **Consulting Engineer** such additional fees and expenses as may be agreed as appropriate to the work undertaken by the **Consulting Engineer** in providing the necessary additional **services**.

1.3.4.4 Termination by the Client

The **Client** may suspend all or part of the **Services** or terminate the **agreement** by notice to the **Consulting Engineer** who shall immediately make arrangements to stop the **services** and minimise further expenditure.

1.3.4.5 Termination by the Consulting Engineer

The **Consulting Engineer** may by notice of at least 30 **days** terminate the **agreement**, or at his discretion and without prejudice to the right to terminate, may suspend or continue suspension of performance of the whole or part of the **services**:

- (1) when, 30 **days** after the due date for payment of any invoices, the **Consulting Engineer** has not received payment of that part of it which has not by that time been contested in writing by the **Client**, or
- (2) when the **services** have been suspended under either Clause 4.3 or 4.4 and the period of suspension has exceeded 6 **months**, or it is clear to the **Consulting Engineer** that it will be impossible or impractical to resume the suspended **services** before the period of suspension has exceeded 6 **months**, or
- (3) if the **Client** is in material breach of a term of the **agreement** and fails to rectify such breach within 14 **days** of the receipt of written notice requiring him to do so.

1.3.4.6 Payment due upon Suspension or Termination

Should instructions having been given by the **Client** to the **Consulting Engineer** to proceed with any of the stages of **services** and the whole or part of the **works** is cancelled or abandoned or postponed for a period of more than six **months**, the **Consulting Engineer** shall be remunerated for **services** performed, plus a surcharge of one tenth of the full fee which would have been payable to the **Consulting Engineer** had his **services** been completed in terms of his engagement.

1.3.4.7 Rights and Liabilities of the Parties

Completion, suspension or termination of the **agreement** shall not prejudice or affect the accrued rights or liabilities of the **parties**.

1.3.5 LIABILITY AND INSURANCE

1.3.5.1 Liability of the Consulting Engineer

The **Consulting Engineer** shall only be liable to pay compensation to the **Client** arising out of or in connection with the **agreement** if a breach of Clause 2.1 is established against him.

1.3.5.2 Liability of the Client

The **Client** shall be liable to the **Consulting Engineer** arising out of or in connection with this **agreement** if a breach of an obligation in terms of this **agreement** is established. The **Consulting Engineer** shall have no separate delictual right of action against the **Client**.

1.3.5.3 Compensation

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

- (1) Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach.
- (2) The compensation payable by either **party** shall be reduced by the court/arbitrator/mediator to such extent as is deemed just and equitable having regard to the degree in which the other **party** or any **third party** was at fault in relation to the loss or damage. The liability of the **parties** is not joint and each **party** shall only be liable for that proportion of the compensation, which is attributable to his fault.

(3) In any event, the amount of such compensation will be limited to the amount specified in Clause 5.5.

1.3.5.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No 68 of 1969 (as amended) or any other applicable statute of limitation neither the **Client** nor the **Consulting Engineer** shall be held liable for any loss or damage resulting from any occurrence unless a claim is made in terms of Clause 8 within the period stated in the **Specific Provisions**, or, where no such period is stated, within a period of three years from the date of termination or completion of this **agreement**.

1.3.5.5 Limit of Compensation

The maximum amount of compensation payable by either **party** to the other in respect of liability under this **agreement** is limited to an amount equal to twice the amount of fees payable to the **Consulting Engineer** under this **agreement**, excluding reimbursements and expenses unless otherwise stated in the **Specific Provisions**.

Each **party** agrees to waive all claims against the other in so far as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

If either **party** makes a claim for compensation against the other **party** and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of clause 8 for such costs as may be awarded.

1.3.5.6 Insurance for Liability and Indemnity

The **Consulting Engineer** agrees to arrange and maintain professional indemnity insurance cover in respect of the **services** provided under this **agreement** for the duration of the liability period in terms of clause 5.4, and in accordance with the details set down in the **Specific Provisions**.

1.3.5.7 Indemnity by the Client

The **Client** shall indemnify the **Consulting Engineer** against all claims by **third parties** which arise out of or in connection with the rendition of the **services** save to the extent that such claims do not in the aggregate exceed the limit of compensation in clause 5.5 or are covered by the insurance's arranged under the terms of clause 5.6.

1.3.5.8 Exceptions

Clauses 5.5 and 5.7 shall not apply to claims arising from deliberate misconduct.

1.3.5.9 Rights of Recourse

Notwithstanding the provisions of clauses 2.1, 2.6 and 5.1 of the Conditions of **agreement** and any other contractual duty imposed on the **Consulting Engineer** in terms of **contract documents**, the **Client** undertakes to exhaust all its contractual remedies against the **contractor**, before exercising any contractual rights of recourse it may have against the **Consulting Engineer** in the event of the **Client** suffering any damages as a result of any breach by the **Contractor** of his obligations in terms of the **contract documents**.

1.3.6 GENERAL PROVISIONS

1.3.6.1 Governing Law

This **agreement** shall be governed by the law of the Republic of South Africa.

1.3.6.2 Changes in Legislation

If, after the date of the **agreement**, the cost or duration of the **services** is altered as result of changes in, or additions to, any statute, regulation or by-law, or in the requirements of any authority having jurisdiction over any matter in respect of the **project**, then the agreed remuneration and time for completion shall be adjusted in order to reflect the impact of those changes.

1.3.6.3 Assignments and Sub-Contracts

- (1) Should the **Consulting Engineer**, being an individual or the last survivor of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by this **agreement**, this **agreement** shall be terminated without prejudice to the accrued rights of either **party** against the other.
- (2) Except as defined in (1) above, each **party** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other **party** to this **agreement** and to the partners, successors, executors, administrators, assigns and legal representatives of the other **party** in respect of all obligations and liabilities of this **agreement**.
- (3) Neither **party** shall assign, sublet or transfer any right or obligation under this **agreement** without the written consent of the other **party**, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this **agreement**.
- (4) The **Consulting Engineer** shall not without the written consent of the **Client**, which consent shall not be unreasonably withheld, initiate, vary or terminate any sub-contract for performance of all or part of the **services**.

1.3.6.4 Ownership of Data, Designs and Documents

- (1) In accordance with the relevant clauses of the Copyright Act (Act 98 of 1978) relating to assignment, the **Consulting Engineer** shall retain copyright of all documents prepared by the **Consulting Engineer**. The **Client** shall be entitled to use them or copy them only for the **project** and the purpose for which they are intended and need not obtain the **Consulting Engineer's** permission to copy for such use;
- (2) The ownership of data and factual information collected by the **Consulting Engineer** and paid for by the **Client** shall, after payment by the **Client**, lie with the **Client**;
- (3) The **Client** shall have no right to use any documents referred to in this Clause where any or all of the fees and expenses payable to the **Consulting Engineer** have not been paid in accordance with this **agreement**.
- (4) In the event that the **parties** agree that the copyright in the documents shall be ceded to the **Client** then the **Consulting Engineer** shall not be liable in any way for the use of any of the information other than as originally intended for the **project** and the **Client** hereby indemnifies the **Consulting Engineer** against any claim which may be made against him by any **party** arising from the use of such documentation for other purposes.

1.3.6.5 Conflict of Interest and Corruption

Unless otherwise agreed in writing by the **Client**, the **Consulting Engineer** and his personnel shall have no interest in nor receive remuneration in connection with the **project** except as provided for in the **agreement**. The **Consulting Engineer** shall not engage in any activity, which may conflict with the interests of the **Client** under the **agreement**.

Notwithstanding any damages that may be claimed against the **Consulting Engineer** in law, the **Client** will be entitled to terminate the **agreement** in accordance with Clause 4.4, if it is shown that the **Consulting Engineer** is guilty of:

- (1) offering, giving, receiving or soliciting anything of value with a view to influencing the behaviour or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the conduct of the **agreement**; or
- (2) misrepresentation of facts in order to influence a selection process or the execution of a **contract** to the detriment of the **Client**, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

1.3.6.6 Notices

Notices under the **agreement** shall be in writing and will take effect from receipt at the physical address stated in the **Specific Provisions**. Delivery may be by registered letter or by hand against written confirmation of receipt or by facsimile.

1.3.6.7 Publicity and Publication

Unless otherwise specified in the **Specific Provisions** the **Consulting Engineer** shall not release public or media statements or publish material related to the **services** or **project** within two (2) years of completion of the **services** without the written approval of the **Client**, which approval by the **Client** shall not be unreasonably withheld. The **Client** shall not make premeditated public or media statements relating to the **services** provided by the **Consulting Engineer** without the prior and full knowledge and approval of the **Consulting Engineer**.

1.3.6.8 Confidentiality

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

1.3.6.9 Variations

The **Client** may order variations to the **services** in writing or may request the **Consulting Engineer** to submit proposals, including the time and cost implications, for variations to the **services**.

The reasonable cost of preparation and submission of such proposals and the incorporation into the **agreement** of any variations to the **services** ordered by the **Client**, including any increase in the **Consulting Engineer's** fees and reimbursable costs, shall be agreed between the **Consulting Engineer** and the **Client**.

1.3.6.10 Electronic Communications

The **parties** contract out of the provisions of the Electronic Communications and Transactions Act 25 of 2002, unless otherwise detailed in the **Specific Provisions**.

1.3.6.11 Sole Agreement

This **agreement** together with the attachments and appendices detailed in the **agreement** and the **Specific Provisions** constitutes the sole **agreement** for the **services** between the **parties** and no representation not contained herein shall be of any force or effect between the **parties**. No amendments will be of any force and effect unless reduced to writing and signed by both **parties** as expressly intended to form part of the **agreement**.

1.3.7 SETTLEMENT OF DISPUTES

1.3.7.1 Settlement

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

1.3.7.2 Mediation

Any such dispute or claim, which cannot be settled between the **parties**, may be referred by the **parties**, without legal representation, to mediation by a single mediator. The mediator shall be selected by **agreement** between the **parties** and, failing such **agreement**, shall be nominated by the President of CESA. The costs of the mediation shall be borne equally between the **parties**.

1.3.7.3 Arbitration/Litigation

If either **party** were unwilling to agree to mediation or be dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such **party** may:

- (1) Serve process instituting action arising out of such dispute or difference in a competent civil court; or
- (2) With the consent of the other party refer the dispute to arbitration by a single arbitrator to be mutually agreed upon or, failing agreement, to be nominated by the President of CESA. The arbitration shall be in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitration's published by the Association of Arbitrators current at the date the arbitrator is appointed.
- (3) Service of process under Clause 8.3.1 or referral to arbitration under Clause 8.3.2 shall take place within three calendar months of the date of notice from either party declaring that the settlement negotiations under Clause 8.1 have failed, or, if mediation is agreed on, within three calendar months of the date of the mediator's opinion or the date upon which the mediator declares that the mediation has failed. Claims not brought within the time periods set out herein will be deemed to be waived.

SECTION 1.4: SPECIAL CONDITIONS OF TENDER

1.4.1 Non- or Poor Performance

In the event of Non- or Poor Performance of the Consulting Engineer, it will be dealt with in terms of Section 43 of the Mossel Bay Municipality's Supply Chain Management Policy.

1.4.2 Negotiations of final terms of the contract

The Client Accounting Officer or his delegate may negotiate the final terms of the contract with the preferred bidder in terms of Section 23 of the Mossel Bay Municipality's Supply Chain Management Policy.

1.4.3 Release of Contingencies and Contract Expansion

Release of Contingencies and Contract Expansions must be well motivated and submitted for approval to the municipality. This written request must be provided as soon as the incident becomes known to the Consulting Engineer. The Consulting Engineer can only implement the request after receiving written approval from the municipality.

1.4.4 Payment Terms

Payment of services/items will be done within thirty (30) days, after receipt of an official invoice or statement.

1.4.5 Management of Project Documentation

All project documentation must be managed and submitted via the online portal as provided by the municipality.

1.4.6 Key Performance Indicators

The following key performance indicators will be applicable to the successful bidder/s and will be measured after each order, to assess the performance:

a. Service Quality Rating

Standard	The Service Supplied must be of a High Quality and according to the requirements set out in the Tender Document.
Target	100 % achievement
Proof of evidence	Evaluation report (as per section 1.4.26)

b. Compliance terms and conditions

Standard	Compliance terms and conditions
Target	100 % achievement
Proof of evidence	Evaluation report (as per section 1.4.26)

c. Key Site Staff & Personnel

Standard	All staff requirements as per the tender conditions and per functionality scoring
Target	100 % achievement
Proof of evidence	Evaluation report (as per section 1.4.26)

1.4.7 Project Communication & Leave/Absence

All formal project communication must go through and be dealt with by the Consulting Engineer / RE. The Consulting Engineer must manage all communication to and from site. The responsibility rests with the appointed Consulting Engineer and must also manage site related request for information e.g. liaising with all I&AP, location of existing services, property ownership etc. Any and all Media related information must be dealt with by the Consulting Engineer in conjunction with Municipal Media Liaisons officer.

When the Client request information, an answer within a working day, where practical, is expected. If not practical inform the Client of the circumstances and indicate when a response will be possible.

Leave/Absence of Key personnel - if either the Contractor or Consulting Engineer plan to take leave, the Client must be informed in advance, identify an equally qualified stand-in person, along with their contact details. The person that stand-in must be suitably qualified or better, be brought up to speed on all project matters, have full access to project data and data storage location. When information is sourced during this period, the person delegated must be able to obtain such information and have the authority to make decisions during this period.

1.4.8 All Stakeholders / Role-players

The Consulting Engineer must ensure that a quality Communication Strategy is implemented – meaning that the correct and necessary information is timely distributed to all Stakeholders & role-players:

The following stakeholders are crucial during execution:

- The different Directorates involved or affected (e.g. essential services, property owners)
- Managers of various Municipal Departments & their Subordinates
- Supply Chain Management (SCM) & Finance Department (Creditors)
- Contractor & Consulting Engineer, RE, ER, Site Agent, SHE Reps.
- Ward Councillors & Ward Committee Members
- The Local Community & Local Residents,
- Municipal Public Participating Officers - Shake/Shake process for Local Labourers
- Environmental Compliance - Environmental Control Agent/Officer (ECO)
- OHS Agent/Officer
- Grant Fund Representatives or External Organizations (MIG/Housing/EPWP)
- Private/Other Interested & Affected Parties
- Municipal Media Liaison Officer

1.4.9 Project Meeting Minutes

The following information must be present during all Project Meetings, otherwise reschedule the meeting until the information is available:

- The minutes cover page must be a Summary Page or “snapshot” of the Project with essential info breakdown with all dates, values, mSCOA Votes etc.
- Up to date Cash Flow, including a forecast/projection to completion
- Up to date Construction Programme showing progress to date and percentages
- Reporting Compliance: signed & completed Grant Funding Forms (e.g. MIG/EPWP)
- Up to date Plant / Machine / Labour on Site Lists
- All Site instructions, Site Notes, Deviation, Variance, VO's, extra works, omission, rulings.
- Safety Audit Report / Accidents & Incidents / OHS issues

1.4.10 Construction Programme

The Construction programme must be scrutinised, carefully studied and extensively queried before it is approved by Engineer. Once approved this is the Legal binding timeline and any deviation hereof will be dealt with in terms of GCC (but subject to available Council Funds)

Minimum requirements:

- Must be presented in Microsoft MS Project format – Gantt Chart or similar
- Must show the complete breakdown of work items/pockets – W.B.S.
- Must show the critical path (CPM), duration, lag and /or latest start times
- Must clearly indicate dates, start/end and milestones
- Show % Complete, % Remaining versus Contractual Time

1.4.11 Cash Flow & Payment Certificates

Minimum requirements:

- Updated Cash flow - % Spend, % Remaining versus Time
- Must show all contractor(s) certs to date
- Must also show your fee account to date
- Must be accumulative and simplistic - one page summary
- Must show mSCOA Vote Splits or intended claim structure
- Must correlate to the Tender Amount, the Vote and % variance & adjustments

Contingencies are the safety-net funding the Municipality have against any unforeseen - namely weather delays or Extension of Time claims. Contingencies are to be approved prior the commitment thereof. The Contingency approval must be in writing and undersigned by the Directorate Director.

All claims for payment must be electronically submitted via the online system provide by the Client and link to the project being implemented. All certificates / claims must contain a signed cover letter from the Consulting Engineer certifying the total claimed amount. The claims must include the signed invoice from the Consulting Engineer / Contractor along with a BOQ summary / Schedule of Services.

The Client has 30 calendar days to settle payment from the date that the Certificate was received by the Finance Department and NOT the date on the Certificate or submitted elsewhere. Any variation from above will only delay the payment process. It remains the responsibility of the Consulting Engineer & Contractor to follow above procedure diligently. If there are any queries on the payment progress, please refer directly to the Creditors.

1.4.12 Site Staff & Personnel

All-round quality supervision is crucial – both from the Contractor and Consulting Engineer. Experienced personnel on site as stipulated in your Tender Document is required. If the personnel are not on site, a replacement of equal skill and experience is required, a CV of all replacements must be submitted for approval. The Construction Monitoring frequency and quantity for each project must be approved before site handover.

There must always be supervision on site. If the Foreman leaves the site, he must ensure that either the Site Agent or Contract Manager is supervising the works.

To claim hours for construction monitoring the RE/ER must sign the site attendance register or clock in-out to verify hours claimed.

1.4.13 Construction & Information Boards

The standard large Project Billboard must be placed as close as practical possible to the construction site/works and must come down before Final Approval Certificate is signed. In addition, a small 1200 x 800mm construction information board to be erected at each site, for easy view to the Public. This board must contain all relevant personnel & contact details, including cell-phone numbers and after hour details.

1.4.14 mSCOA Account

Vote amounts are fixed as per our Council MTREF Budget or special Council meeting decisions. The Consulting Engineer must keep to the approved order amounts. An Adjustment Budget is approved by Council in February month of each year; any proposed adjustment must be submitted before but latest in January. The Consulting Engineer should discuss during Dec/Jan any possible under/over expenditure.

1.4.15 Variation / VO's

A Variation Order is any change in the Tender Specifications, the Tender Rates, or New/Additional work not tendered for during Tender stage. Basically, new work items, or additional work required above the original quantum and work requested that was not part of the Original Tender, BOQ & Specifications.

Variations / VO request must be accompanied by the following:

- Standard Expansion memo with short and to-the-point motivation summary
- Overall financial implication on Contract amount (% under/over BAC Amount)
- Signed original Cost estimate and/or contractors cost estimate/quote

Expansions must be approved before any work may commence. Expansion requests are not guaranteed, thus any cost implication / overrun due to Unauthorized Expenditure may be for the Consulting Engineer & Contractor's account if approval was not obtained prior to the instruction and/or execution.

Expansion (incl. VAT) is solely based on the Bid Adjudication Committee (BAC) award letter amount. This Rand value forms the basis of the Expansion calculation (incl. VAT). This Rand value is the Contractor's tender ceiling and any expansion above this threshold must first be approved.

Expansion (incl. VAT) up to R200 000 (but still < 20%) above the BAC Appointment Letter value – the Director and SCM Head must first approve/sign before allowed to proceed. (normally this takes 3 - 4 working days)

Expansion (incl. VAT) over R200 000 (but still < 20%) - the Bid Adjudication Committee must first give approval before allowed to proceed. (Normally 1 - 2 weeks)

No Expansion above 20% of BAC Award Letter amount is allowed due to Legislation, meaning no Civil Construction Tender may be expanded beyond 20%. Any expenditure over 20% is viewed as an Unauthorized Expenditure and the appointed Consulting Engineer and Contractor may be held accountable for this expense.

1.4.16 M.I.G. / E.P.W.P. Grants (where applicable)

External Grant funding (e.g. M.I.G. / E.P.W.P.) is a Municipal priority. Certificates claiming from grant funding must be submitted latest the 25th of each month. Provide a detailed breakdown of costs, the local labour EPWP forms and highlight any retention monies, applicable mSCOA Vote numbers & splits.

MIG funding can only be used for the scope of works as stated on the approved MIG technical report and reflected on the approved municipal budget. Any proposed scope change must be reported to the MIG office.

EPWP projects are to be registered on the EPWP registration template. The completed registration file must be e-mailed to the EPWP Data Capturers. EPWP workers are selected through a municipal shake-shake process. The Public Participation Department will facilitate the Shake-shake Process and provide a list of potential workers to the contractor. For each EPWP labourer a signed employment agreement together with a clear certified copy of the employees SA ID must be submitted to the EPWP Data Capturers before the commencement of employment. The following monthly information must be submitted before or on the 7th of every month:

- Signed attendance register
- Completed excel file reflecting the day's work by each employee

1.4.17 Health & Safety (OHS)

The Consulting Engineer must include a suitable, sufficiently documented and coherent site-specific Health and Safety Specification for the intended construction work based on baseline risk assessments in the tender document. The Health and Safety Specification must also be made available to the designer who is obliged to take the Specification into consideration during the design phase.

Such baseline risk assessment must ensure a proper analysis of all the activities at the construction site to identify the high-risk activities that must be addressed in the Health and Safety plans of the principal contractor and other contractors.

Any safety issues must be given immediate attention by the Consulting Engineer – he remains accountable although the OHS have been delegated to an appointed OHS Agent. The appointed OHS Agent must be a member of a statutory body approved by the chief inspector as stipulated in Construction Regulation 8(6).

Barricading – no danger tape is allowed. Construction site signage must be visible to the public at all times.

1.4.18 Environmental (NEMA)

Please note it is the responsibility of the Consultant (or delegated authority to Environmental Consultant) to control, assist, guide and comply with all NEMA regulations. This includes all notifications, informing to Interested & affected parties and making sure the project is in accordance with required legislation. The Municipal Environmental Control Officer (ECO) remarks - where Environmental Consultants are appointed to obtain the Environmental Authorisation (EA) the Terms of Reference for the EAP must include the following:

- Conduct the process needed to obtain the Environmental Authorisation, including the Public Participation Process.
- Informing all stakeholders (e.g. registered I&AP's, DWA and relevant government departments) of the EA decision.
- Inform DEA&DP that the EA is accepted.
- Advertise the EA and the appeal procedure
- Brief the Consulting Engineer on the implications of the EA conditions
- Inform DEA&DP when the work will commence.
- Amend the EMP and submit to DEA&DP for approval.
- Brief consulting engineer on the EMP
- The appointed EAP must do the monitoring and serve as ECO during the project.

All Tenders where an Environmental Approval (EA) is necessary, should contain a provision which require the following:

- The inclusion of all EA conditions, once the EA is obtained
- The inclusion of the EMP conditions, once the EA has been obtained and the amended EMP is approved by DEA&DP
- The work cannot commence within 20 days of the date of the EA
- The work cannot proceed until the amended EMP has been approved by DEA&DP.

1.4.19 Local Labour and Shake-Shake

Unskilled Local Labour is seen as a sub-contractor that assists the Main Contractor; thus appointment hereof rests with the Main Contractor (with technical assistance from the Consultant and Officials).

Labour required for hard physical site activities, the interview must make use of a 25 Kg weight (e.g. Cement bag) to ensure minimum physical requirements – lift 5 times & walk around. Also inform the attendees that will be required to undergo a Medical Fitness examination to obtain a Fitness Certificate. Any attendee with a known ailment or a medical condition prohibiting them to do hard labour, must before submitting his or her name, notify the officials.

The Municipal Public Participation Office must be informed two weeks in advance the need for a shake-shake for logistics to be arranged. This notice needs to include the details of how many workers are needed, the ratio between men and women needed for the project, where the project will be and the intensity of the work. The Public Participation Office will book the venue. The Public Participation Office will inform and invite the Ward Councillor, PR Councillor and the Ward Committee members of the ward/area where the project will take place. The mentioned individuals will only be present in an observing capacity.

1.4.20 Traffic Control

All Traffic management must comply with the latest SA Road Traffic Signs Manual - Chapter 13.

1.4.21 Photographic records

Consultants & Contractors must keep a minimum photographic record of “before, during and after” with a minimum 15 Megapixel camera. The photos should be taken at key points on site with the same composition, angle and

background landmarks - example would be the inclusion of a site landmark such as a church tower or street name or fence line. The photos will then be used for Audit Queries and also during compilation of close-out Reports.

1.4.22 Audit Queries

The Municipality must respond within two (2) days to all Audit Queries (AG: RFI). If information is requested from the Consulting Engineer, the Consulting Engineer must respond timeously to the requests. If leave is planned, identify a person that will act in your absence, been brought up to speed on all project matters, have full access to project data and data storage location.

1.4.23 Close-out reports & As-Built Data

The Contractor will remain on 10% Retention until all As-Built data have been received and the consulting Engineer will remain on 5% until his Close-out report & ESRI Arc GIS As-Built data has been received and successfully uploaded onto the on-line municipal platform.

The GIS data will be uploaded onto our GIS Server and published on-line. All project related data must be uploaded onto the Collaborator system a.s.a.p. after Practical Completion is reached.

The Consulting Engineer can't claim for ECSA: Stage 6 until all data been loaded onto the on-line municipal platform. Currently the Collaborator online (<https://westerncapecollab.collaboratoronline.com>) serves as the on-line municipal platform.

1.4.24 Time & Attendance

A Clocking system and visitation record must be kept of all key staff & personnel, including shake-shake Local Labourers, the Contract Manager, the Site Agent, the Resident Engineer, the Engineer's Representative, the OHS Officer and the Environmental Officer. Anyone visiting the site must sign in the Site Book, in and out next to a date & time, so that the time & attendance is clearly recorded.

These records will be used to ensure construction monitoring compliance as per both the Contract & Consultants Tender and must form part of the Project Meeting Minutes / Consulting Engineer Fee claims. In addition, these records may be requested by the Auditor General (AG: R.F.I.) for verification purposes in line with certificate & payments.

1.4.25 Site Camp General

The Contractor must gain approval from the property owner prior to establishing his construction site camp. For Municipal properties approval can be obtained from the Director or Department Head.

If the property is private, the contractor must obtain written approval from the owner (not the tenant) and after de-establishment also seek a "happy letter" stating that the property was returned in acceptable state. In general, please ensure that the property is returned in a similar or better state than received. Do not remove any erf boundary pegs, shape, fill, excavate or alter the existing natural ground levels without prior approval. Any complaints or claims received due to unauthorized alternations will be for the contractor's account. Please take a photographic survey before the construction camp is erected.

1.4.26 Performance Evaluation

Both the contractor and consultant will be evaluated against their performance during the project.

The Contractor will be evaluated during each Monthly Project Meeting; this performance score will form part of every meeting minute and will add to his overall project score. In severe non-compliance/non-performance the score sheets will form part of the Portfolio of Evidence to cancel the Contract & Tender.

The Consultant will be evaluated after every ECSA stage and near the end of each Project or annually to determine his score/rating and subsequent workload.

SECTION 1.5: FUNCTIONALY CRITERIA

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

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

1.5.3

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

1.5.4 Bidders that score less than 80% for the functionality criteria (80 out of 100 points for construction projects or 54 out of 67 points for non-construction projects) will be regarded as non-responsive and will not be evaluated on price, B-BBEE and Locality. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.

1.5.5 Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.

1.5.6 No information or documentary proof will be requested after closure of the tender, relating to tender functionality.

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

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

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

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

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

DESCRIPTION	MAXIMUM NUMBER OF POINTS	BIDDER SCORE	(PAGE NUMBER) TO SUPPORTING DOCUMENTATION
<p>a) <u>Staff and Personnel</u> Organisation and support personnel resources 5 points each for any senior engineer/technologist, with more than 5 years’ relevant experience 2 point each for any junior engineer/technologist/technician less than 5 years’ relevant experience</p>	15		
<p>b) <u>Experience and Region</u> Experience (familiarity) in the Western Cape Province, local conditions, population and knowledge of regional materials 3 points for every project over R2 million in value completed by the Bidder, through the processes of designing, preparing of Tender Documentation and construction supervision, within the Western Cape Province over the last 5 years</p>	15		
<p>c) <u>Knowledge of Municipal Environment</u> Sound knowledge of Municipal Acts, policies and work procedures 2 points for every project done by the Bidder in the Municipal Environment requiring extensive interaction with officials in a Municipality over the last 5 years</p>	10		
<p>d) <u>Project Management</u> Demonstrated experience in design and construction management of engineering projects more than R2 million, or non-construction projects more than R500 000. points for every construction project done with a value exceeding R2 million over the last 5 years 2 points for every non-construction project done with a value exceeding R500 000 over the last 5 years</p>	10		
<p>e) <u>Professional Bodies</u> Registration of company with CESA / SABTACO 5 points will be given for registration at Consulting Engineers South Africa (CESA) / South African Black Technical and Allied Careers Organisation (SABTACO)</p>	5		
<p>f) <u>Labour Intensive Project Experience</u> Trained employee (only one required) with knowledge of labour-intensive construction (LIC) methods 3 points for an in-office employee with NQF 5 training</p>	3		

<p>g) Quality Assurance Quality assurance systems which ensure compliance with stated employer's requirements 2 points for ISO 9001: 2000 Certification/application 1 point for full implementation of CESA / SABTACO administrative system or equivalent quality management system</p>	2		
TOTAL EVALUATION POINTS FOR GENERAL QUALITY CRITERIA	60		

**CRITERION 1a: DESCRIPTION OF GENERAL QUALITY CRITERIA:
STAFF AND PERSONNEL (15 POINTS)**

A detailed summary list must be provided with the Tender Submission, which must have sufficient detail to indicate how many qualified engineering staff which are in the full-time employment of the Bidder. A clear indication must be given of their academic qualification as well as years of relevant experience. Bidders will be awarded 5 points each for any full-time senior engineer/technologist with more than 5 years' relevant experience and 2 point each for any full-time junior engineer/technologist/technician working in this field.

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

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

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

An Engineer/Technologist/Technician with at least 5 (five) years relevant and verifiable experience in site supervision who can act as Engineering Representative.

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

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

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

**CRITERION 1b: DESCRIPTION OF GENERAL QUALITY CRITERIA:
EXPERIENCE AND REGION (15 POINTS)**

Detailed summary list must be provided with the Tender Submission, which must have sufficient detail to indicate specific projects of over R2 million (VAT included) in value which were completed by the Bidder. The completed projects must be implemented through the ECSA 1 – 6 stages and construction supervision, within the Western Cape Region Province region over the past 5 years. In order to claim points for this criterion, bidders must submit sufficient information as well as documentary proof of experience, by means of appointment letters from Municipalities. **Failure to complete the table below may result in no points allocated.**

Construction project

Non-construction projects

Regional project successfully completed:

Name of project Value	Town	Summary of work

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

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

Municipal projects successfully completed:

Name of project	Municipality involved	Summary of work

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

Project Management:

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

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

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

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

Projects successfully completed:

Name of project	Summary of work	Value of the work

**CRITERION 1e: DESCRIPTION OF GENERAL QUALITY CRITERIA:
PROFESSIONAL BODIES (5 POINTS)**

It is generally expected that a consulting engineering company should function under the umbrella of CESA / SABTACO. 5 points will be allocated for registration of the Bidder as a member. A copy of membership registration must be provided with the Tender submission, which must clearly indicate the current registration of the Bidder. **Failure to complete the table below may result in no points allocated.**

Company registration with CESA / SABTACO or relevant professional bodies

Date of registration	Registration number	Name of registered company

**CRITERION 1f: DESCRIPTION OF GENERAL QUALITY CRITERIA:
LABOUR INTENSIVE PROJECT EXPERIENCE (3 POINTS)**

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

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

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

**CRITERION 1g: DESCRIPTION OF GENERAL QUALITY CRITERIA:
QUALITY ASSURANCE (2 POINTS)**

Quality assurance systems employed by the Bidder in his office in order to ensure compliance with stated employer's requirements ISO 9001: 2000 Certification: Bidders who are certified as being compliant to the International Organisation for Standardisation's ISO 9001: 2000 quality management standard, will be awarded 2 points/ Proof of certification or application with evidence of previously started process must be attached in order to qualify for these points. **Failure to submit proof will result in no points allocated.**

Or;

Bidders who are following a quality management standard as set out by CESA/SABTACO may be awarded up to 2 point for full application of this system. The extent of the use of this system must be attached in order to qualify for these points.

Quality assurance system

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

Note: Where the entity Tendering is a joint venture, provided one of these parties is ISO 9001: 2000 certified, and it has been indicated on the work plan submitted that the party will take responsibility for quality management and then the joint venture will be awarded 2 points in this respect.

CRITERION 2: DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA

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

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

(a) CRITERION 2: DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA: DESIGN EXPERIENCE (10 POINTS)

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

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

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

(b) CRITERION 2: DESCRIPTION OF PROJECT FIELD QUALITY CRITERIA: CONSTRUCTION MONITORING (10 POINTS)

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

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

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

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

CRITERION 3: DESCRIPTION OF PROJECT SPECIFIC QUALITY CRITERIA

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

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

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

A brief discussion will be given to define the meaning of each column:
 Contract Number - unique number assigned to the project you worked on.
 Service – The type of service is the group given as defined in the latest municipal budget.
 Project Title – A short description is provided for projects as defined in the latest municipal budget. This describes the basis of the work, but the title may need change as the future extent of the project may vary slightly. Information to be supplied on this form **towards expertise of design engineer and key personnel doing on site supervision** is required to highlight staff strength specifically towards each project and only need to point out specific detail related to the project content, even if mentioned elsewhere.

Expertise of design engineer

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

Expertise of key personnel doing on site supervision

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

Contract / Tender	Service	Project Title
	(a) Electrical Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand.

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

Contract	Service	Project Title
	(b) Mechanical Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand.

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

Contract / Tender	Service	Project Title
	(c) Civil Services	<p>Design and construction and all associated functions as defined for this service by ECSA</p> <p>Site supervision will be required for this project, as agreed beforehand.</p>

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

Contract / Tender	Service	Project Title
	d) Geo-Technical Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand.

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

Contract / Tender	Service	Project Title
	(e) Structural Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand.

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

Contract	Service	Project Title
	(f) Human Settlements	<p>Design and construction and all associated functions as defined for this service by ECSA</p> <p>Site supervision will be required for this project, as agreed beforehand.</p>

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

Contract	Service	Project Title
	(g) Coastal Services	Design and construction and all associated functions as defined for this service by ECSA Site supervision will be required for this project, as agreed beforehand.

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

Staff Member	Relevant experience in design of similar projects

Staff Member	Relevant experience in construction supervision of similar projects

COMPLETE THIS TABLE TO INDICATE STAFF STRENGTH TOWARDS THESE PROJECTS

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

SECTION 2.1: SPECIFICATIONS

2.1.1 ENGINEERING

2.1.1.1 Cost Estimate and Project Phasing

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

2.1.2 SCOPE AND SPECIFICATION OF PROFESSIONAL SERVICES

The required Professional Services as referenced is provided below:

2.1.2.1 Normal Services

2.1.2.1.1 Preliminary Design Stage

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

The provision of all services described in Guideline Scope of Services and Professional Fees [Scope of Services and Professional Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000] Published on 16 May 2025, Government Gazette No. 52691, as amended or amplified upon in the project brief below.

2.1.2.1.2 Design, Tender Working Drawings and Construction Stages

The provision of all services described in Guideline Scope of Services and Professional Fees [Scope of Services and Professional Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000] Published on 16 May 2025, Government Gazette No. 52691, as amended or amplified upon in the project brief below.

2.1.2.1.3 Targeted Procurement

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

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

2.1.2.1.4 Additional Services

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

2.1.2.1.4.1 Additional Services pertaining to all Stages of the Project

- Enquiries not directly concerned with the works and its subsequent utilisation.
- Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- Identification and possible relocation of all buried and existing infrastructure services

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

2.1.2.2 Construction Monitoring

- If the construction monitoring, as set out in clause C3.3.2 ECSA guidelines, is deemed to be insufficient by the employer and/or Bidder, the Bidder may, with prior written approval having been obtained from the employer, appoint or make available additional staff for such construction monitoring as are necessary to undertake additional construction monitoring on site to the extent specifically defined and agreed with the employer. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause C3.3.2 ECSA guidelines.
- Alternatively, the employer may appoint or make available staff, as intended in Section 2.1.5.4.2 (a) subject to approval by the Bidder.

- Staff, as intended in clauses Section 2.1.5.4.2 (a) and Section 2.1.5.4.2 (b) shall report to and take instructions from the Bidder or an authorized representative of the Bidder only and shall be deemed to be in the employ of the Bidder.
- Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary, the utilization of such persons and/or their remuneration must be agreed in writing with the employer prior to the implementation thereof.
- If, for any reason, no additional staff or inadequate staff for construction monitoring is appointed, the Bidder shall provide additional services, including additional site visits, as required and agreed to in writing with the employer prior to commencement thereof.
- With reference to Occupational Health and Safety Act, 1993 (Act No.85 of 1993). The Bidder agrees to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the employer.
- The additional services will include the following:
 - (1) The Bidder must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
 - (2) The Bidder must execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

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

2.1.2.3.1 Quality Assurance System

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

2.1.2.4 Other Additional Services

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

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

2.1.2.5 Use of Reasonable Skill and Care

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

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

2.1.2.6 Brief

2.1.2.6.1 Terms of Reference

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

2.1.2.6.2 Specific Requirements

(a) Report stage

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

(b) Preliminary Design, Design and Tender Stage

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

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

The construction contract document shall be prepared in the Construction Industry Development Board's (CIDB) format. The General Conditions of Contract shall be the General Conditions of Contract for Construction of Works, 4th Edition 2025, published by the South African Institution of Civil Engineering. The Bidder shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard.

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

On approval of the detail design drawings, these must be submitted to the employer for signature. All other prints issued henceforth shall carry the words "Initial version signed on (date)" at the signature location in the title block.

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

(c) Working Drawings

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

(d) Construction Stage

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

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

(e) Targeted Procurement

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

(f) Additional Services

(1) Construction monitoring

Construction monitoring is a vitally important part of this project, requiring the input of an experienced individual (the Engineer's representative) on site, although not always full-time. If

the Bidder considers it necessary for the Engineer's Representative to devote more time to a project, then he shall arrange with the employer at the planning stage of the project.

Given that it is common practice in the industry to buy in the services of suitable construction monitoring staff once a project reaches the construction state, the Bidder has not been required to commit himself to any particular individual at Tender stage (this contract). It must however be noted that the Employer requires the services of a qualified and competent individual, registered as a professional engineer or technologist, with at least three years' experience in construction monitoring. The employer reserves the right to reject any proposed construction monitoring staff that does not meet these minimum requirements, and to demand an individual with the necessary experience.

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

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

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

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

(3) Transfer of Skills

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

2.1.2.6.3 Reporting Requirements

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

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

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

2.1.2.7 Approvals

The Bidder shall be responsible for obtaining the following approvals:

- Environmental Impact Assessments, costs for environmental consultant will be for the employer,
- Approval of the implementation programme from the employer,

- Approval of the detail design, drawings and contract document from the Employer,
- Way leave approval from all service authorities,
- Approval of the Engineer's Representative from the Employer.
- Notwithstanding any approval received from the Employer, the Bidder shall remain responsible for all work carried out by the Bidder in terms of this contract.

2.1.2.8 Key Personnel

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

2.1.3 PROCUREMENT

2.1.3.1 Appointment and Remuneration

A single appointment will be made per project in terms of this contract and the Tender as stated in the schedule of activities using the panel of consultants per category.

The project specific schedule of activities will be presented to the Consulting Engineer for comments and agreed upon with the Client. The rates forming the agreement in this Tender will be used to formulate the appointment cost for the consultant. No work can commence before obtaining a works order for the specific project.

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

In the case of Provincial and National funded Human Settlement projects, the fees will be based on ECSA Guidelines. The discount offer on the Normal Services must be minimum 20%. Any discount less than the 20% will result in the bid being non-responsive.

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

2.1.3.2 Time Frame

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

2.1.3.3 Contract Works Claims Reporting Procedures

a) Reporting of Incidents

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

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

The following documentation must be included with the claim documentation:

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

(b) Bidder to Insure

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

2.1.3.4 Site Information

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

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

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

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

The Engineer must take responsibility for his design, must manage the contractor, monitor construction works and the performance, ensure adequate design supervision, be pro-active & act pre-emptively when errors do arise. Consultants, and any appointed representative (RE, ER), must at all times comply to the ECSA Rules of Conduct as stated in section 1.2.1 (2). **Severe non-compliance hereof may result in removal of the Bidder from the panel or reduced appointment and allocated workload.**

During the Construction the following penalties will apply:

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

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

general Public & Traffic accommodation during works and sufficient site demarcation / barricading.

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

2.1.3.7 Performance Management:

The Contactor will be evaluated during each Monthly Project Meeting, this performance score will form part of every meeting minute and will add to his overall project score. In severe non-compliance/non-performance the score sheets will form part of the Portfolio of Evidence to cancel the Contract & Tender.

The Consulting Engineer will be evaluated after every ECSA stage and near the end of each Project or annually to determine his score/rating and subsequent workload.

Competency

3(1) Registered Persons: -

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

Integrity

3(2) Registered Persons: -

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

must notify council immediately they become insolvent.
must without delay notify Council if they become aware of any Registered Person who is subject to one or more of the following:
removal from an office of trust on account of improper conduct;
being convicted of an offence and sentenced to imprisonment without an option of a fine, or, in the case of fraud, to a fine or imprisonment or both.

Public Interest

3(3) Registered Persons: -
must at all times have due regard and priority to public health, safety and interest;
must when providing professional advice to a client or employer, and if such advice is not accepted, inform such client or employer of any consequences which may be detrimental to the public health, safety or interests and at the same time inform the Council of their action;
must without delay notify Council if they become aware of any person who has been declared medically unfit by a registered medical practitioner to practise as a Registered Person.

Environment

3(4) Registered Persons must at all times -
have due regard for, and in their work avoid, adverse impact on the environment; and adhere to generally accepted principles of sustainable development.

Dignity of the Profession

3(5) Registered Persons: -
must order their conduct so as to uphold the dignity, standing and reputation of the profession;
may not, whether practising their profession or otherwise, knowingly injure the professional reputation or business of any other Registered Person;
must provide work or services of quality and scope, and to a level, which is commensurate with accepted standards and practices in the profession;
may not knowingly attempt to supplant a Registered Person in a particular engagement after the client has employed such Registered Person;
may not advertise their professional services in a self-laudatory manner that is derogatory to the dignity of the profession;
may not review for a particular client work of another Registered Person, except –
with the prior knowledge of the other Registered Person, who must be afforded a reasonable opportunity to submit comments to the client on the findings of the review; or
after receipt of a notification in writing from the client that the engagement of the other Registered Person has been terminated; or
where the review is intended for purposes of a court of law or other legal proceedings, including proceedings arising from these Rules.

Administrative

4. Registered Persons: -
may not without satisfactory reasons destroy or dispose of, or knowingly allow any other person to destroy or dispose of, any information within a period of 10 years after completion of the work concerned;
may not place contracts or orders, or be the medium of payments, on their employer's or client's behalf without the written authority of the employers or clients;
may not issue any information in respect of work prepared by them or by any other person under their direction or control, unless -
such information bears the name of the organisation concerned; and
information so issued is dated and signed by the Registered Person concerned or another appropriately qualified and authorised person;
must order their conduct in connection with work outside the borders of the Republic of South Africa in accordance with these rules in so far as they are not inconsistent with the law of the country concerned: Provided that where there are recognised standards of professional conduct in a country outside the Republic, they must adhere to those standards in as far as they are not inconsistent with these rules.

must always ensure adequate supervision of, and take responsibility for, work carried out by their subordinates;

must ensure that, while engaged as partners, directors, members or employees of a business undertaking which performs work, the control over the work is exercised, and the responsibility in respect thereof is carried out by a Registered Person other than a person registered as a candidate in terms of section 18(1)(b) of the Act;

*must, when requested by the Council to do so, in writing provide the Council with all the information available to them which may enable the Council to determine which registered person was responsible for any act which the Council may consider **prima facie** to be improper conduct;*

must notify Council without delay of any change of his or her physical address;

must within 30 days respond to correspondence received from clients, colleagues and Council in so far as it relates to work or proceedings in terms of these Rules.

SECTION 2.2: PRICING SCHEDULE

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

- 2.2.1 The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required.
- 2.2.2 While it is entirely at the tenderer's discretion as regards to the pricing schedule below, guideline tariffs of fees or indicative time based fee rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
- 2.2.3 For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:
- | | |
|-----------|--|
| Unit: | The unit of measurement for each item. |
| Quantity: | The number of units of work for each item. |
| Rate: | The agreed payment per unit of measurement. |
| Amount: | The product of the quantity and the agreed rate for an item. |
- 2.2.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as a no offer and the bidder will not be evaluated.
- 2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices described under the several items. Such prices and rates are to 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 Contract Data, as well as overhead charges and profit.
- 2.2.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
- 2.2.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
- 2.2.8 All prices must include VAT, supply and delivery.
- 2.2.9 Only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered. The prices for years two (2) and three (3) should include annual escalations.
- 2.2.10 Bidders are required to comply with the prescribed pricing schedule below. No pricing schedules other than the pricing schedule as stated will be accepted and **failure to adhere to this section will be seen as submitting a non-responsive bid.**
- 2.2.11 The bid will be evaluated based on the total cost of contract, per category, in other words the item multiplied by the estimated quantities for the envisage three (3) years.
- 2.2.12 **Bidders MUST submit a price for each line item in the pricing schedule to be considered for evaluation. Should the bidder fail to submit a price for each line item as stated, the bid will be seen as non-responsive.**

2.2.13 All bidders passing the functionality of this tender will be evaluated on price and specific goals. The price and specific goals will serve to determine the points scored per bidder.

Bidders scoring within 15% above and below of the average points scored per category will form the panel of bidders for the applicable category. The minimum of consulting engineers per category will be 5 and the maximum consulting engineers per category will be 10 irrespective of being 15% above or below the average points scored.

The panel of bidders will rotate according to the points been scored. The Consulting Engineer scoring the most points will be first to receive the first appointment and rotation will continue to the lowest points been scored.

The appointment of the consulting engineer must be quantified and using the rates from this tender will result in the appointment amount. No work can commence before receiving a purchase order for this appointment.

Should the consulting engineer refuse the appointment, the next in line consulting engineer will receive the possible appointment. The consulting engineer that refused the appointment will get the next opportunity as per the rotation cycle. As an e.g., if you were the first on the rotation cycle with 5 other consulting engineers and you refuse the appointment, your next opportunity will be available after the remaining 4 had an appointment opportunity.

The maximum markup on "Specialist Studies / Services" allowed will be 10%. If quoted more than 10% markup the markup will be reduced to 10%.

(a) Streets and Associated Storm Water Project Estimated Cost of Construction Works = R10 000 000 (VAT Exclusive) Estimated Construction Period = 8 Months				
1 PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 25% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2 SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	OHS compliance including appointment as the Employers H&S Agent	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%
2.2	Topographical Survey including all related cost	Provisional Sum	1	R100,000.00
2.2.1	Mark-up percentage on 2.2 (including all related cost)	%	R100,000.00	%
2.3	Legislative requirements: General Authorisation/WULA (DWS) including tenderer's handling cost	Provisional Sum	1	R100,000.00
2.3.1	Mark-up percentage on 2.3 (including all related cost)	%	R100,000.00	%
2.4	Legislative requirements: Scoping Report and EIA including tenderer's handling cost	Provisional Sum	1	R500,000.00
2.4.1	Mark-up percentage on 2.4 (including all related cost)	%	R500,000.00	%
2.5	Geotechnical Report including all related cost	Provisional Sum	1	R100,000.00

2.5.1	Mark-up percentage on 2.5 (including all related cost)	%	R100,000.00	%
2.6	All Other Specialist Services including all related cost	Provisional Sum	1	R100,000.00
2.6.1	Mark-up percentage on 2.6 (including all related cost)	%	R100,000.00	%

3 CONSTRUCTION MONITORING (including all related cost, e.g. travel and accommodation)						
NO	DESCRIPTION	UNIT	QTY	RATE (INCL. VAT) YEAR 1 1 JULY 2026 TO 30 JUNE 2027	RATE (INCL. VAT) YEAR 2 1 JULY 2027 TO 30 JUNE 2028	RATE (INCL. VAT) YEAR 3 1 JULY 2028 TO 30 JUNE 2029
3.1	Construction Monitoring level 3 (Engineers Representative full time)	Month	8	R	R	R
3.2	Construction Monitoring level 2 (Engineers Representative part time)	Hours	1235	R	R	R

(b) Storm Water Project Estimated Cost of Construction Works = R10 000 000 (VAT Exclusive) Estimated Construction Period = 8 Months				
1 PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 25% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2 SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	OHS compliance including appointment as the Employers H&S Agent	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%
2.2	Topographical Survey including all related cost	Provisional Sum	1	R100,000.00
2.2.1	Mark-up percentage on 2.2 (including all related cost)	%	R100,000.00	%
2.3	Legislative requirements: General Authorisation/WULA (DWS) including tenderer's handling cost	Provisional Sum	1	R100,000.00
2.3.1	Mark-up percentage on 2.3 (including all related cost)	%	R100,000.00	%
2.4	Legislative requirements: Scoping Report and EIA including tenderer's handling cost	Provisional Sum	1	R500,000.00
2.4.1	Mark-up percentage on 2.4 (including all related cost)	%	R500,000.00	%
2.5	Geotechnical Report including all related cost	Provisional Sum	1	R100,000.00

2.5.1	Mark-up percentage on 2.5 (including all related cost)	%	R100,000.00	%
2.6	All Other Specialist Services including all related cost	Provisional Sum	1	R100,000.00
2.6.1	Mark-up percentage on 2.6 (including all related cost)	%	R100,000.00	%

3 CONSTRUCTION MONITORING (including all related cost, e.g. travel and accommodation)						
NO	DESCRIPTION	UNIT	QTY	RATE (INCL. VAT) YEAR 1 1 JULY 2026 TO 30 JUNE 2027	RATE (INCL. VAT) YEAR 2 1 JULY 2027 TO 30 JUNE 2028	RATE (INCL. VAT) YEAR 3 1 JULY 2028 TO 30 JUNE 2029
3.1	Construction Monitoring level 3 (Engineers Representative full time)	Month	8	R	R	R
3.2	Construction Monitoring level 2 (Engineers Representative part time)	Hours	1235	R	R	R

(c) Water Purification Works Project
Estimated Cost of Construction Works = R10 000 000 (VAT Exclusive)
Estimated Construction Period = 8 Months

1 PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 25% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2 SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	OHS compliance including appointment as the Employers H&S Agent	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%
2.2	Topographical Survey including all related cost	Provisional Sum	1	R100,000.00
2.2.1	Mark-up percentage on 2.2 (including all related cost)	%	R100,000.00	%
2.3	Legislative requirements: General Authorisation/WULA (DWS) including tenderer's handling cost	Provisional Sum	1	R100,000.00
2.3.1	Mark-up percentage on 2.3 (including all related cost)	%	R100,000.00	%
2.4	Legislative requirements: Scoping Report and EIA including tenderer's handling cost	Provisional Sum	1	R500,000.00
2.4.1	Mark-up percentage on 2.4 (including all related cost)	%	R500,000.00	%
2.5	Geotechnical Report including all related cost	Provisional Sum	1	R100,000.00

2.5.1	Mark-up percentage on 2.5 (including all related cost)	%	R100,000.00	%
2.6	All Other Specialist Services including all related cost	Provisional Sum	1	R100,000.00
2.6.1	Mark-up percentage on 2.6 (including all related cost)	%	R100,000.00	%

3	CONSTRUCTION MONITORING (including all related cost, e.g. travel and accommodation)					
NO	DESCRIPTION	UNIT	QTY	RATE (INCL. VAT) YEAR 1 1 JULY 2026 TO 30 JUNE 2027	RATE (INCL. VAT) YEAR 2 1 JULY 2027 TO 30 JUNE 2028	RATE (INCL. VAT) YEAR 3 1 JULY 2028 TO 30 JUNE 2029
3.1	Construction Monitoring level 3 (Engineers Representative full time)	Month	8	R	R	R
3.2	Construction Monitoring level 2 (Engineers Representative part time)	Hours	1235	R	R	R

(d) Water Reticulation Works Project
Estimated Cost of Construction Works = R10 000 000 (VAT Exclusive)
Estimated Construction Period = 8 Months

1				
PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 25% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	OHS compliance including appointment as the Employers H&S Agent	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%
2.2	Topographical Survey including all related cost	Provisional Sum	1	R100,000.00
2.2.1	Mark-up percentage on 2.2 (including all related cost)	%	R100,000.00	%
2.3	Legislative requirements: General Authorisation/WULA (DWS) including tenderer's handling cost	Provisional Sum	1	R100,000.00
2.3.1	Mark-up percentage on 2.3 (including all related cost)	%	R100,000.00	%
2.4	Legislative requirements: Scoping Report and EIA including tenderer's handling cost	Provisional Sum	1	R500,000.00
2.4.1	Mark-up percentage on 2.4 (including all related cost)	%	R500,000.00	%
2.5	Geotechnical Report including all related cost	Provisional Sum	1	R100,000.00

2.5.1	Mark-up percentage on 2.5 (including all related cost)	%	R100,000.00	%
2.6	All Other Specialist Services including all related cost	Provisional Sum	1	R100,000.00
2.6.1	Mark-up percentage on 2.6 (including all related cost)	%	R100,000.00	%

3 CONSTRUCTION MONITORING (including all related cost, e.g. travel and accommodation)						
NO	DESCRIPTION	UNIT	QTY	RATE (INCL. VAT) YEAR 1 1 JULY 2026 TO 30 JUNE 2027	RATE (INCL. VAT) YEAR 2 1 JULY 2027 TO 30 JUNE 2028	RATE (INCL. VAT) YEAR 3 1 JULY 2028 TO 30 JUNE 2029
3.1	Construction Monitoring level 3 (Engineers Representative full time)	Month	8	R	R	R
3.2	Construction Monitoring level 2 (Engineers Representative part time)	Hours	1235	R	R	R

(e) Sewage Purification Works Project
Estimated Cost of Construction Works = R10 000 000 (VAT Exclusive)
Estimated Construction Period = 8 Months

1				
PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 25% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	OHS compliance including appointment as the Employers H&S Agent	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%
2.2	Topographical Survey including all related cost	Provisional Sum	1	R100,000.00
2.2.1	Mark-up percentage on 2.2 (including all related cost)	%	R100,000.00	%
2.3	Legislative requirements: General Authorisation/WULA (DWS) including tenderer's handling cost	Provisional Sum	1	R100,000.00
2.3.1	Mark-up percentage on 2.3 (including all related cost)	%	R100,000.00	%
2.4	Legislative requirements: Scoping Report and EIA including tenderer's handling cost	Provisional Sum	1	R500,000.00
2.4.1	Mark-up percentage on 2.4 (including all related cost)	%	R500,000.00	%
2.5	Geotechnical Report including all related cost	Provisional Sum	1	R100,000.00

2.5.1	Mark-up percentage on 2.5 (including all related cost)	%	R100,000.00	%
2.6	All Other Specialist Services including all related cost	Provisional Sum	1	R100,000.00
2.6.1	Mark-up percentage on 2.6 (including all related cost)	%	R100,000.00	%

3 CONSTRUCTION MONITORING (including all related cost, e.g. travel and accommodation)						
NO	DESCRIPTION	UNIT	QTY	RATE (INCL. VAT) YEAR 1 1 JULY 2026 TO 30 JUNE 2027	RATE (INCL. VAT) YEAR 2 1 JULY 2027 TO 30 JUNE 2028	RATE (INCL. VAT) YEAR 3 1 JULY 2028 TO 30 JUNE 2029
3.1	Construction Monitoring level 3 (Engineers Representative full time)	Month	8	R	R	R
3.2	Construction Monitoring level 2 (Engineers Representative part time)	Hours	1235	R	R	R

(f) Sewage Reticulation Works Project
Estimated Cost of Construction Works = R10 000 000 (VAT Exclusive)
Estimated Construction Period = 8 Months

1				
PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 25% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	OHS compliance including appointment as the Employers H&S Agent	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%
2.2	Topographical Survey including all related cost	Provisional Sum	1	R100,000.00
2.2.1	Mark-up percentage on 2.2 (including all related cost)	%	R100,000.00	%
2.3	Legislative requirements: General Authorisation/WULA (DWS) including tenderer's handling cost	Provisional Sum	1	R100,000.00
2.3.1	Mark-up percentage on 2.3 (including all related cost)	%	R100,000.00	%
2.4	Legislative requirements: Scoping Report and EIA including tenderer's handling cost	Provisional Sum	1	R500,000.00
2.4.1	Mark-up percentage on 2.4 (including all related cost)	%	R500,000.00	%
2.5	Geotechnical Report including all related cost	Provisional Sum	1	R100,000.00

2.5.1	Mark-up percentage on 2.5 (including all related cost)	%	R100,000.00	%
2.6	All Other Specialist Services including all related cost	Provisional Sum	1	R100,000.00
2.6.1	Mark-up percentage on 2.6 (including all related cost)	%	R100,000.00	%

3 CONSTRUCTION MONITORING (including all related cost, e.g. travel and accommodation)						
NO	DESCRIPTION	UNIT	QTY	RATE (INCL. VAT) YEAR 1 1 JULY 2026 TO 30 JUNE 2027	RATE (INCL. VAT) YEAR 2 1 JULY 2027 TO 30 JUNE 2028	RATE (INCL. VAT) YEAR 3 1 JULY 2028 TO 30 JUNE 2029
3.1	Construction Monitoring level 3 (Engineers Representative full time)	Month	8	R	R	R
3.2	Construction Monitoring level 2 (Engineers Representative part time)	Hours	1235	R	R	R

(g) 66kV/22kV/11kV Project
Estimated Cost of Construction Works = R10 000 000 (VAT Exclusive)

1				
PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 35% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All Specialist Studies/Services including all related cost	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%

(h) HV/MV/LV Overhead and Underground Reticulation Project
Estimated Cost of Construction Works = R10 000 000 (VAT Exclusive)

1				
PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 20% Stage 5 Contract Administration and Inspection = 35% Stage 6 Close Out = 5%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All Specialist Studies/Services including all related cost	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%

(i) Electrification/Reticulation Project
Estimated Cost of Construction Works = R10 000 000 (VAT Exclusive)

1				
PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 20% Stage 5 Contract Administration and Inspection = 35% Stage 6 Close Out = 5%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All Specialist Studies/Services including all related cost	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%

(j) Energy Efficiency and Demand-Side Management
Estimated Cost of Construction Works = R7 000 000 (VAT Exclusive)

1 PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 20% Stage 5 Contract Administration and Inspection = 35% Stage 6 Close Out = 5%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R612,500.00
1.2	Discount on 1.1	%	1	%
2 SPECIALIST STUDIES / SERVICES				
2.1	All Specialist Studies/Services including all related cost	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%

(k) Master plan for Water Project
Estimated Cost of Works = R2 000 000 (VAT Exclusive)

1				
PROFESIONAL FEES (TIME BASIS), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All specialist studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R500,000.00	%

(I) Master plan for Sewerage Project
Estimated Cost of Works = R2 000 000 (VAT Exclusive)

1				
PROFESIONAL FEES (TIME BASIS), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All specialist studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R500,000.00	%

(m) Master plan for Roads Project R2 000 000 budget (VAT exclusive)

1				
PROFESIONAL FEES (TIME BASIS), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All specialist studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R500,000.00	%

(n) Master Plan for Storm Water Project R2 000 000 budget (VAT exclusive)

1				
PROFESIONAL FEES (TIME BASIS), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All specialist studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R500,000.00	%

(o) Master Plan for Electrical Project/Load Flow R2 000 000 budget (VAT exclusive)

1				
PROFESIONAL FEES (TIME BASIS), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All specialist studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R500,000.00	%

(p) EPWP/Labour Intensive Construction (LIC) Projects up to R10 000 000 budget (VAT exclusive)
Estimated Construction Period = 8 Months

1				
PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 25% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	OHS compliance including appointment as the Employers H&S Agent	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%
2.2	Topographical Survey including all related cost	Provisional Sum	1	R100,000.00
2.2.1	Mark-up percentage on 2.2 (including all related cost)	%	R100,000.00	%
2.3	Legislative requirements: General Authorisation/WULA (DWS) including tenderer's handling cost	Provisional Sum	1	R100,000.00
2.3.1	Mark-up percentage on 2.3 (including all related cost)	%	R100,000.00	%
2.4	Legislative requirements: Scoping Report and EIA including tenderer's handling cost	Provisional Sum	1	R500,000.00
2.4.1	Mark-up percentage on 2.4 (including all related cost)	%	R500,000.00	%
2.5	Geotechnical Report including all related cost	Provisional Sum	1	R100,000.00

2.5.1	Mark-up percentage on 2.5 (including all related cost)	%	R100,000.00	%
2.6	All Other Specialist Services including all related cost	Provisional Sum	1	R100,000.00
2.6.1	Mark-up percentage on 2.6 (including all related cost)	%	R100,000.00	%

3 CONSTRUCTION MONITORING (including all related cost, e.g. travel and accommodation)						
NO	DESCRIPTION	UNIT	QTY	RATE (INCL. VAT) YEAR 1 1 JULY 2026 TO 30 JUNE 2027	RATE (INCL. VAT) YEAR 2 1 JULY 2027 TO 30 JUNE 2028	RATE (INCL. VAT) YEAR 3 1 JULY 2028 TO 30 JUNE 2029
3.1	Construction Monitoring level 3 (Engineers Representative full time)	Month	8	R	R	R
3.2	Construction Monitoring level 2 (Engineers Representative part time)	Hours	1235	R	R	R

**(q) Ad-Hoc Projects (e.g. Dam Safety, Geotechnical, Human settlement: Project Management, Structural Engineer, Coastal Engineer) up to R10 000 000 budget (VAT exclusive)
Estimated Construction Period = 8 Months**

1 PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 25% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1	%	1	%
2 SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	OHS compliance including appointment as the Employers H&S Agent	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%
2.2	Topographical Survey including all related cost	Provisional Sum	1	R100,000.00
2.2.1	Mark-up percentage on 2.2 (including all related cost)	%	R100,000.00	%
2.3	Legislative requirements: General Authorisation/WULA (DWS) including tenderer's handling cost	Provisional Sum	1	R100,000.00
2.3.1	Mark-up percentage on 2.3 (including all related cost)	%	R100,000.00	%
2.4	Legislative requirements: Scoping Report and EIA including tenderer's handling cost	Provisional Sum	1	R500,000.00
2.4.1	Mark-up percentage on 2.4 (including all related cost)	%	R500,000.00	%
2.5	Geotechnical Report including all related cost	Provisional Sum	1	R100,000.00

2.5.1	Mark-up percentage on 2.5 (including all related cost)	%	R100,000.00	%
2.6	All Other Specialist Services including all related cost	Provisional Sum	1	R100,000.00
2.6.1	Mark-up percentage on 2.6 (including all related cost)	%	R100,000.00	%

3 CONSTRUCTION MONITORING (including all related cost, e.g. travel and accommodation)						
NO	DESCRIPTION	UNIT	QTY	RATE (INCL. VAT) YEAR 1 1 JULY 2026 TO 30 JUNE 2027	RATE (INCL. VAT) YEAR 2 1 JULY 2027 TO 30 JUNE 2028	RATE (INCL. VAT) YEAR 3 1 JULY 2028 TO 30 JUNE 2029
3.1	Construction Monitoring level 3 (Engineers Representative full time)	Month	8	R	R	R
3.2	Construction Monitoring level 2 (Engineers Representative part time)	Hours	1235	R	R	R

(r) Update of IT / Server's Geographic Information Systems (GIS) up to R2 000 000 budget (VAT exclusive)

1				
PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All specialist studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R500,000.00	%

(s) Tariff Studies for Water and Electricity up to R2 000 000 budget (Time basis) (VAT exclusive)

1				
PROFESIONAL FEES (TIME BASIS), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All specialist studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R500,000.00	%

(t) Asset Management/Maintenance Project R2 000 000 budget (VAT exclusive)

1				
PROFESIONAL FEES (TIME BASIS), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All specialist studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R500,000.00	%

(u) Telemetry/SCADA Projects up to a R2 000 000 budget (VAT exclusive)

1				
PROFESIONAL FEES (TIME BASIS), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All Specialist Studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%

(v) Traffic and Transportation Engineering Project R2 000 000 budget (VAT exclusive)

1				
PROFESIONAL FEES (TIME BASIS), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Time basis	Provisional Sum	1	R2,000,000.00
1.2	Discount on 1.1	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	All specialist studies or services	Provisional Sum	1	R500,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R500,000.00	%

(w) Human Settlement up to a R20 000 000 budget (Time basis) (VAT exclusive)
Estimated Construction Period = 24 Months

1				
PROFESIONAL FEES (NORMAL SERVICES), as per 2025 ECSA guidelines				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
1.1	Professional Fees apportioned as follows; Stage 1 Inception = 5% Stage 2 Concept and Viability = 15% Stage 3 Design Development = 20% Stage 4 Documentation and Procurement = 25% Stage 5 Contract Administration and Inspection = 25% Stage 6 Close Out = 10%	(Sum) Primary Fee	1	R336,000.00
		(Sum) Secondary Fee	1	R987,500.00
1.2	Discount on 1.1 (Minimum of 20%)	%	1	%
2				
SPECIALIST STUDIES / SERVICES				
NO	DESCRIPTION	UNIT	QTY	RATE (EXCL. VAT) YEAR 1 - 3
2.1	OHS compliance including appointment as the Employers H&S Agent	Provisional Sum	1	R100,000.00
2.1.1	Mark-up percentage on 2.1 (including all related cost)	%	R100,000.00	%
2.2	Topographical Survey including all related cost	Provisional Sum	1	R100,000.00
2.2.1	Mark-up percentage on 2.2 (including all related cost)	%	R100,000.00	%
2.3	Legislative requirements: General Authorisation/WULA (DWS) including tenderer's handling cost	Provisional Sum	1	R100,000.00
2.3.1	Mark-up percentage on 2.3 (including all related cost)	%	R100,000.00	%
2.4	Legislative requirements: Scoping Report and EIA including tenderer's handling cost	Provisional Sum	1	R500,000.00
2.4.1	Mark-up percentage on 2.4 (including all related cost)	%	R500,000.00	%
2.5	Geotechnical Report including all related cost	Provisional Sum	1	R100,000.00

2.5.1	Mark-up percentage on 2.5 (including all related cost)	%	R100,000.00	%
2.6	All Other Specialist Services including all related cost	Provisional Sum	1	R100,000.00
2.6.1	Mark-up percentage on 2.6 (including all related cost)	%	R100,000.00	%

3 CONSTRUCTION MONITORING (including all related cost, e.g. travel and accommodation)						
NO	DESCRIPTION	UNIT	QTY	RATE (INCL. VAT) YEAR 1 1 JULY 2026 TO 30 JUNE 2027	RATE (INCL. VAT) YEAR 2 1 JULY 2027 TO 30 JUNE 2028	RATE (INCL. VAT) YEAR 3 1 JULY 2028 TO 30 JUNE 2029
3.1	Construction Monitoring level 3 (Engineers Representative full time)	Month	8	R	R	R
3.2	Construction Monitoring level 2 (Engineers Representative part time)	Hours	1235	R	R	R

SECTION 3.1: MBD1: BID REQUIREMENTS FOR MOSSEL BAY MUNICIPALITY

PART A – INVITATION TO BID

INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER	TDR128/2025/2026	CLOSING DATE	10 APRIL 2026	CLOSING TIME	12h00
DESCRIPTION	APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL INFRASTRUCTURE AND BUILDING PROJECTS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)					

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

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

OR

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

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

SUPPLIER INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS AND CODE	
STREET ADDRESS	
TELEPHONE NUMBER	
ALTERNATIVE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	
TAX COMPLIANCE STATUS PIN	

CIDB REGISTRATION NUMBER (if applicable)			
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME'S & QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	YES	NO	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT	YES	NO	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?	YES/NO (if YES, enclose proof)		
ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED?	YES/NO (if YES, answer Part B)		
TOTAL NUMBER OF ITEMS OFFERED	See page 67-100		
TOTAL BID PRICE	See page 67-100		
SIGNATURE OF BIDDER			
DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	Various
CONTACT PERSON	Ms. Juanita Schutte	CONTACT PERSON	Mr Hendrik Schoeman (Project Management Unit) Mr. Eric Louw (Water and Sanitation) Mr. Morné Olivier (Electrical Services) Mr. Jean Cox (Roads, Transport and Stormwater Services) Mr. Lindilizwi Mngxekeza (Human Settlements) Mr. Vuyisile Tshantshana (Mechanical Services)
TELEPHONE NUMBER	(044) 606-5198	TELEPHONE NUMBER	(044) 606-5268 / 606-5270 / 606-5083 / 5252 / 5013 / 5275
E-MAIL ADDRESS	jschutte@mosselbay.gov.za	E-MAIL ADDRESS	hschoeman@mosselbay.gov.za / elouw@mosselbay.gov.za / molivier@mosselbay.gov.za / jcox@mosselbay.gov.za / lmngxekeza@mosselbay.gov.za / vtshantshana@mosselbay.gov.za

PART B – TERMS AND CONDITIONS FOR BIDDING

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 4.1: MBD4: DECLARATION OF INTEREST

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

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

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

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

SECTION 4.2: MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation

to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Mossel Bay Preferential Procurement Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

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

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

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

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

B-BBEE Status Level of Contributor :

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

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

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

No	Requirement	Points for enterprises within the Mossel Bay municipal area	Points for enterprises within the Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

- (c) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
 - (i) Municipal Account of bidder's address as indicated in bid document;
 - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.
 - (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
 - (iv) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above) :

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

4.5. MUNICIPAL INFORMATION

Municipality where business is situated :

Registered Account Number :

Stand Number :

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.7. Company registration number:

4.8. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS:

.....

.....

SECTION 4.4: MUNICIPAL RATES AND TAXES

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

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

DECLARATION

I, THE UNDERSIGNED

(NAME and SURNAME)

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.7: MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TDR128/2025/2026: APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL
INFRASTRUCTURE AND BUILDING PROJECTS**

(Bid Number and Description)

in response to the invitation for the bid made by:

MOSSEL BAY MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

SECTION 5: DECLARATION

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.
2.
DATE:

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

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

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

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

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

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.
2.
DATE:

SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

- (a) I..... in my capacity as **Director: Infrastructure Services**
 accept your bid under reference number **TDR128/2025/2026** dated..... for the supply of
 goods/works indicated hereunder and/or further specified in the annexure(s).
- (b) An official order indicating delivery instructions is forthcoming.
- (c) I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

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

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

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____

(Place)

(Date)

RESOLVED THAT:

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

TDR128/2025/2026: APPOINTMENT OF CONSULTING ENGINEERS FOR VARIOUS MUNICIPAL INFRASTRUCTURE AND BUILDING PROJECTS

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

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

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

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

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

(Physical Address) _____

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

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

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____



Mossel Bay

M U N I C I P A L I T Y

MOSSSEL BAY | HARTENBOS | GREAT BRAK RIVER | HERBERTSDALE

SERVICE PROVIDER HEALTH & SAFETY SPECIFICATION

**ISSUED IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
AND REGULATIONS**

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Definitions

For this Service Provider Health & Safety Specification, the abbreviations or definitions given hereunder shall apply:

- *“SPHSS” this document, the Service Provider Health & Safety Specification*
- *“OHSA” the Occupational Health & Safety Act of 1993*
- *“OHS” means Occupational Health and Safety*
- *“R” may refer to a regulation of a particular regulation in context.*
- *“S” may refer to a Section in the Occupational Health & Safety Act of 1993*
- *“HIRA” – Hazard Identification and Risk Assessment*
- *“H&S” Health and Safety*
- *“Client” the Mossel Bay Municipality.*
- *“Regulations” the Regulations issued under the Occupational Health & Safety Act.*
- *“Site” the lands and other places, made available by the MBM for the purposes of the Contract, on, under, over, in, or through which the required service must be or carried out.*
- *“Services” means those ancillary functional services for the provision of services and supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance & other such obligations of the supplier covered under the contract.*
- *“Supplier” or “Service Provider” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the MBM.*
- *“sub-supplier” or “sub-service provider” would refer to those appointed by the “supplier” or “service provider” to aid in any manner to deliver the awarded contract.*
- *“MBM” means the Mossel Bay Municipality*

Introduction to the Service Provider Health and Safety Specification

- *This Service Provider Health & Safety Specification (SPHSS) is published in terms of the Occupational Health & Safety Act of 1993 (OHSA).*
- *The SPHSS does not replace the OHSA, Regulations, or any under legislation that may apply, but is a supplementary specification / guideline and requirement to ensure our compliance in terms of the OHSA. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.*
- *The Service Provider is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act and applicable Regulations and other legislation that may apply and ensure the implementation thereof.*
- *The MBM is committed to ensuring that the highest standards of health and safety prevail at the Municipality.*
- *It shall be known within the MBM as the Service Provider Health & Safety Specification or SPHSS.*
- *This SPHSS must be included in all tender documents for service providers.*
 - *It may be supplemented by a specific guideline which deals with health & safety issues relevant to that specific contract only.*

Limitation of liability

- *The MBM shall not be responsible for any acts or omissions of any Service Provider which may directly or indirectly result from the application of the SPHSS or any project specific version / guideline thereof. The service provider must communicate and discuss any uncertainties.*
- *Service Providers must always ensure that equipment, machinery, plant, and work practices are compliant to the legal requirements as may apply.*
- *Any other potential responsibility or alternative arrangement shall be dealt with in a Mandatory Agreement, as defined in Section 37(2) of the Act, or the contract.*
Complete Annexure 3

Purpose of the Service Provider Health and Safety Specification

- *The purpose of the SPHSS is for the specification to be used as the standard on which Service Providers' H&S Compliance must be based. The SPHSS will be applicable on any contract within the MBM.*
- *This SPHSS shall be incorporated and considered when a bidder is reviewed.*

Implementation of the Service Provider Health and Safety Specification

- *This SPHSS forms an integral part of the Contract, and Service Providers are required to make it an integral part of their contracts with their Sub-Service Providers and suppliers. It will be disseminated by the MBM to persons responsible for the design of infrastructure, projects and SCM, who will ensure that it is included in the Tender Document(s) issued to prospective Service Providers.*
- *The prospective Service Providers shall allow in their tenders for the cost of Health and Safety and complying with the requirements of the OHS Act and regulations, other legislative requirements and the SPHSS or additional agreements as may be made.*
- *The Service Provider must provide the SPHSS to their Sub-Service Providers and suppliers.*
- *The **Service Provider** must **sign Annexure 1** of this SPHSS.*
- *When applicable, the **Sub-Service Provider** must **sign Annexure 2** of this SPHSS.*

Scope

- *This SPHSS covers the general requirements for addressing and mitigating Occupational Health and Safety related risks, problems, incidents, and injuries when delivering a service for the MBM.*
- *The scope addresses legal compliance, hazard identification and risk assessment, promoting a health and safety culture amongst those delivering a service for the MBM and those affected by the activities taking place in and around them.*
- *The SPHSS serves as a guided and is not limited, i.e., the Service Provider must add as may be necessary to ensure safety and compliance.*
- *The Service Provider is required to comply with the provisions of the OHSA, all applicable Regulations, other legislation, this SPHSS or additional agreements made.*
- *This SPHSS excludes any Construction Work.*
- *The MBM will monitor the Service Provider's compliance with the requirements of this SPHSS by conducting unscheduled site inspections / audits.*

Compensation of Occupational Injuries and Diseases Act

- *The Service Provider shall submit proof of registration as an employer, and proof of Good Standing with the Compensation Fund in terms of the COID Act, prior to starting the work.*
- *A copy of the valid Letter of Good Standing with the Compensation Fund, as per COID Act, must be included in the H&S File.*

Method Statement

- *The Service Provider shall ensure that a detailed Method Statement is developed.*
 - *conducted in terms of the awarded contract and required service(s) to be delivered.*
 - *That is site specific, based on the scope of work / service, and*
 - *Include the required plant, machinery, tools, and equipment and*
 - *Indicate if any sub-services / suppliers will be used and their scope.*

Risk Assessment

- *The Service Provider shall ensure that a hazard identification and risk assessment (HIRA) is developed based on the Method Statement provided above.*
- *The HIRA shall be:*
 - *conducted in terms of an acceptable and documented methodology.*
 - *Site specific based on the scope of work, covering the method statements and include the anticipated plant, machinery, tools, and equipment. (*See example Template A- HIRA Template)*
- *HIRA of all activities shall form an integral part of the daily activities Health and Safety management and the foundation on which controls etc are based to effectively manage risk and ensure the health and safety of persons affected by your activities.*
- *You are reminded of your duties in terms of OHS Act S8 and S9*
- *The HIRA must always be kept up to date and on site (in the safety file) and revised should there be a change in scope of work, an incident occurs or the request of the client or a DoEL inspector.*
- *As part of the HIRA process ensure to conduct pre-task safety observations and consider the daily conditions and ensure the necessary controls are in place. This must be communicated to the team present.*

Service Provider's Health & Safety File

- *The Service Provider shall submit a health and safety file (as per Annexure 4)*
 - a. *Additional documents as may be required may be added at the end.*

Cost of Occupational Health and Safety

- *The service provider shall ensure to budget accordingly for the provision of necessary H&S compliance.*
 - *Example: PPE, Training, Medical Surveillance, Inoculations,*

Induction

- *The Service Provider must book and attend an induction session with the MBM OHS department.*
- *The Service Provider must also do their own induction and include records in their H&S File.*
- *Ensure to Communicate your Method Statement and HIRA with your team.*

Health and Safety Training

- *The service provider shall ensure compliance regarding the required training / competency to be in place as per legal requirements relevant to the scope of services delivered.*
- *Ensure that the supervisor and other applicable competent persons be familiar with the OHSA and applicable regulations.*
 - a. *It is advised that all persons be made familiar with the act and applicable regulations so that they may better understand the requirements posed.*
- *Employees must receive communication on:*
 - a. *Relevant specific method statements*
 - b. *Site and scope specific hazard identification and risk assessment*
 - c. *Other relevant / company specific safe work procedures / safe work instructions etc.*

General Inspection, Monitoring and Reporting

- *The Service Provider must ensure that the required inspection, monitoring, and reporting is carried out to ensure legal compliance and take appropriate steps to rectify any unsafe act or condition that is made known.*
- *Supervision must ensure that continuous competent monitoring of work takes place.*
- *Report any incident to the client OHS department.*

Incidents

- *All incidents must be recorded, investigated, and reported to the MBM OHS Department.*
- *A record of all incidents and investigations shall be kept in the health and safety file and be made available on request.*

Audits / Compliance Management and Monitoring

- *The service provider shall allow the MBM OHS department to conduct H&S inspections / monitoring visits to ensure compliance with the OHSA and cause an environment that is safe.*
- *The report will be provided, and the Service Provider must ensure corrective action taken to prevent re-occurrence.*

Fire Precautions - and Fire Fighting Equipment

- *The Service Provider shall ensure to manage fire risk appropriately.*

- *Monitor and inspect a workplace prior to start of activity and assess for fire / explosion hazards / risk and if required contact the MBM OHS Department or MBM Fire Department for assistance.*
- *Open fires are not allowed on site unless permission obtained from the MBM OHS Department / Fire Department.*
- *Smoking is prohibited unless in a designated area.*
- *Should “hot-work” be required, The Service Provider shall first obtain the required permission and ensure to provide suitable fire extinguishers, which shall be serviced regularly, in accordance with the manufacturer’s recommendations.*
 - a. *And that persons are available on site trained in the use and operation of fire extinguishing equipment.*
- *Combustible materials / substances may not accumulate on site.*
- *Hot work may only be done after necessary pre-cautions have been taken and a hot work permit may apply.*

Personal Protective Equipment (PPE) and Clothing

- *The Service Provider shall ensure that (based on the HIRA completed) every employee is issued with and wear the required SABS-approved PPE.*
- *All clothing must show the company name of the Service Provider.*
- *The Service Provider must ensure that each person is familiar with the use and limits of each PPE item issued to them.*
- *Ensure to monitor the use of PPE by the employees.*
- *Ensure that where any activity may affect other persons the same reasoning for PPE is applied, this includes visitors.*

Occupational Health and Safety Signage

- *The Service Provider shall display and maintain quality safety signage as may apply (as per the risk assessment) to warn others of the hazards due to their activity.*
- *The signage may include, but not be limited to:*
 - i. *General warning*
 - ii. *Access restrictions*
 - iii. *Emergency phone number(s)*
 - iv. *Minimum PPE to be worn.*
 - v. *Where any overhead work / falling objects may occur, relevant warning signs must be displayed.*

Supervision

- *The Service Provider shall ensure that competent supervision is always present whilst services are delivered.*
- *The supervisor has means of communication and the necessary contact details.*
- *The supervisor to ensure compliance with this SPHSS, the OHSA and other applicable legislation.*
- *The Service Provider to bring to the attention of the client / MBM OHS Department of any incident, non-compliance, unsafe acts, or conditions and or challenges that they might experience.*

Ladders – GSR 13A

- *Should the use of ladders apply in term of General Safety Regulations 13A, The Service Provider must develop and communicate a safe work procedure to all their applicable workers.*
- *All ladders used to be fit for purpose, and*
 - *only be used for the purpose for which they are designed*
- *All ladders shall be maintained in a good and safe condition.*
 - *No homemade or hap hazard repairs shall be allowed.*
- *Ladders shall be compliant to the statutory requirements / safety standard as may apply.*
- *Ladders shall be inspected visually before use and monthly recorded on a register kept in the H&S File.*
- *A drop-zone or similar be identified under and around the ladder work to protect any person passing by.*

Tools, Equipment, Plant and Machinery (Including Vehicles and Hired Plant)

- *The Service Provider shall ensure that all tools, equipment, plant, machinery, vehicles whether owned or hired, complies with the requirements of the OHSA and applicable regulations, and is in a good and safe condition.*
- *The Service Provider shall ensure inspections are done.*
- *As may apply only operated by a competent operator.*

Hidden Services

- *Before any drilling / digging and other activities that may expose a person, the Service Provider shall survey and identify (as far as reasonably possible) the work area for any hidden or visible services. This may include underground, surface or overhead, and*
- *Any damages and unsafe condition(s) shall be reported immediately to the MBM and OHS department*
- *Any work in the vicinity of such services shall prior to commencement require that the MBM relative department be informed via the MBM project manager.*
- *Consider access routes and notify Sub-Service Providers and suppliers accordingly.*

Public Health and Safety

- *The Service Provider is informed that the work for the MBM at times may have a direct impact and possibly directly expose public and or our staff. There are frequent visitors (as public) to our municipal premises and the Service Provider must ensure to safeguard any person or property that may be exposed due to the scope of work awarded.*
- *Service Providers are in their own entity as an employer obligated under the OHS Act Section 9 to ensure that persons are not exposed to hazards that may harm their health or safety.*
 - a. *As the MBM we take pride in ensuring that we maintain a top-class standard that promotes good health and safety practices and will aim to always achieve this and thus require of each Service Provider to do the same.*
- *Public are at times inquisitive, and the Service Providers must therefore plan, apply and maintain:*

- a. *Competent supervision*
- b. *Appropriate health and safety signage.*
- c. *Effective and physical access restriction as may be necessary.*
- d. *Effective risk management – e.g., consider traffic, pedestrians, daily operations, weather etc.*
- *When work needs to be conducted on public roads, the service provider must ensure effective traffic management in accordance with the South African Road Traffic Signs Manuel, in particularly Volume 2, Chapter 13.*
- *Even though environmental laws apply, in the context of public health & safety your actions / activities that may affect the environment must also be accounted for. E.g., Illegal disposal of waste / rubble shall not be tolerated.*
- *Consider noise pollution to those in the vicinity and manage accordingly.*

Night Work

- *Night work (after 18:00 and before 06:00 the next day) may not be performed, unless authorised by the MBM, or if scope is for an inherent purpose of the awarded contract.*
- *Ensure a suitable specific HIRA is conducted for performing the task at night.*
- *The Service Provider shall ensure that adequate lighting is provided for all night work.*
- *All persons shall be issued with the required PPE.*
- *Ensure adequate lighting is provided – inclusive of warning lights.*
- *Consider noise pollution to those in the vicinity and manage accordingly.*
- *Consider low light conditions*
- *Consider traffic management*
- *Consider municipal by-laws.*

Flammable liquids

- *Should the need for flammable liquids arise, ensure compliance to GSR 4, and provide a suitable SWP for any related task / activity.*
- *No flammable substance must be stored / transported unless these are stored in an approved container fit for this purpose.*
- *Quantities must be limited to the minimum. Any excessive amounts must be declared and cleared with the fire department.*
- *No smoking around any flammable substances.*

Hazardous Chemical Agent Management

- *When applicable, ensure compliance with Regulations for Hazardous Chemical Agents, 2021*
- *With respect to Hazardous Chemical Agents used, the Service Provider shall ensure that: (when applicable)*
 - *A list of all HCA's are provided in the H&S File.*
 - *All SDS are included after the list.*
 - *Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S file.*
 - *That first aiders are made aware of first aid procedures*

- *No excessive amounts of an HCA be kept on site. I.e., no more than what is necessary at a particular time. Any excessive amounts must be declared and cleared with the fire department.*

Emergency and First Aid Management

- *The Service Provider shall ensure that in compliance with GSR 3 adequately trained first aiders and compliant first aid equipment is available.*
- *Unless a unique or uncommon risk / scope and type of emergency is anticipated the Service Provider may not by default rely on the emergency services of the municipality.*
 - *Should the assistance of the MBM emergency Services be anticipated it must be requested, discussed, and agreed to in writing and the right remains reserved.*
- *The MBM OHS Department and MBM Emergency Services, must be notified of any anticipated high-risk scope of work and serious emergencies.*

COVID-19 Management

- The service provider must confirm to comply with the Code of practice Managing exposure to SARS-Cov-2 in the Workplace, and aid to assist us in best managing the SARS-COV-2 (COVID-19) spread by following requirements as may apply.
- At all times as best possible practices safe social distancing
- Educate and enforce mutual respect for the health of others. E.g., do not come to work if you are sick.
- Ensure all you workers are provided with and wear required PPE.
- Ensure to provide your employees with the required sanitisers.
- Manage COVID-19 according to the National Health Act (NHA), the Code of practice: Managing exposure to SARS-Cov-2 in the Workplace, and applicable regulations in conjunction with all other relevant legislation.
- Immediately notify the MBM OHS department should you have an employee that (has been to any of our “municipal areas”) show COVID-19 like symptoms or test positive for COVID-19.

Penalties

- Penalty Fee for OHS Non-Compliance will amount to R2000.00 per incident to the maximum of 10% of the total Contract Value including VAT.
- OHS Penalty Fee of R2000.00 will be applicable per incident, per site, per day, per area, per works, per non-compliance incident.
- Penalty Fee issued by the MBM OHS Department Officer, will be deducted from the Payment Certificate issued for work completed.

PLEASE TURN PAGE – ANNEXURES TO FOLLOW

**Acknowledgement by
Service Provider**

Service Provider Health and Safety Specification

issued in terms of the Occupational Health and Safety Act, 1993

SERVICE PROVIDER: _____

Project / Contract name: _____

Project / Contract number: _____

I, _____ (Name and Surname),

representing _____ (The Service Provider)

have satisfied myself with the content of this Service Provider Health and Safety Specification and shall ensure that we, the Service Provider, and any sub-service provider / supplier comply with it.

Service Provider

Date

Acknowledgement by Sub-Service Provider

Service Provider Health and Safety Specification

issued in terms of the Occupational Health and Safety Act, 1993

Sub-SERVICE PROVIDER: _____

Project / Contract name: _____

Project / Contract number: _____

I, _____ (Name and Surname),

Representing _____ (The sub-Service Provider)

have satisfied myself with the content of this Service Provider Health and Safety Specification and shall ensure that we, the sub-Service Provider, and any sub-service provider / supplier comply with it.

Sub-Service Provider

Date

Annexure 3 - Signed Mandatory Agreement S37(2)

MANDATORY AGREEMENT

In terms of Section 37 (1) (2)
of the
Occupational Health and Safety Act (85 of 1993)

AGREEMENT BETWEEN:

Mossel Bay Municipality (MBM) & _____ MANDATARY
(Service Provider)

WITH Compensation Fund Policy Number: _____

FOR the following Project / Contract / Tender: _____

1. Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, unless it is proved that-
 - a. in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user.
 - b. it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and
 - c. all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,
2. The employer or any such user himself shall be presumed to have done or omitted to do that act and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself; be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.
3. The provisions of subsection (1) shall "mutatis mutandis" apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

Definition of Mandatory (OHSA S1)

Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user.

AGREEMENT

In terms of the provisions of section 37(2) of the Occupational Health and Safety Act (85 of 1993)

I, _____ (name) representing / acting for and on behalf of

_____ (Mandatory) undertake to ensure that the requirements and provisions of the Act and all applicable regulations, the safety specification issued, and other agreements made are complied with.

Signature of Mandatory

Date

Signature of MBM

Date

NB: Signature of this Agreement means that the Mandatory has read and understands the "Requirements of Mandatories" addendum attached.

REQUIREMENTS FOR MANDATORY / SERVICE PROVIDERS ADDENDUM TO THE PRO FORMA "MANDATORY AGREEMENT"

As we are fully committed to the Health and Safety of persons, and to as far as is reasonably practicable comply with the requirements of the Occupational Health and Safety Act (85 of 1993) (OHS Act) and any other applicable OHS (Occupational Health & Safety) legislation and standards, we require of our Mandatories / Service Providers to:

1. Sign a written "Agreement with Mandatary" as required by Sect 37(1)(2) of the Act before commencing any work on site.
2. Ensure that all your employees receive the necessary Induction Training and have proof thereof in your OHS File.
Note: You must ensure that all employees under your control are informed, instructed, and trained by a competent person regarding any hazard and the related work procedures before any work commences.
3. Provide the MBM OHS Department with your H&S File – *Note: You are responsible for providing your own legal safety documents and registers to comply with the requirements.*
4. Ensure that Method Statements, Risk Assessments and Safe Work Procedures are done and available specific to the scope and your employees are informed of the content.
5. Provide the MBM OHS Department with written appointment of the person who is going to Supervise the Work. As per OHS Act 8(2)(i)
6. If required - Provide the MBM OHS Department with written designation of your nominated Health and Safety Representative as per Section 17(1).
7. If you employ more than five (5) persons, you are required to provide your own First Aid Box (GSR 3(2)).
8. If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per GSR 3(4)
9. When working with Hazardous Chemicals, comply with Regulations for Hazardous Chemical Agents, 2021.
Note: Asbestos and Lead dealt with separately.
10. Construction work is excluded and shall be dealt with separately in compliance with Construction Regulations, 2014.
11. When using Lifting Machines and Lifting Tackle, comply with DMR 18 *Note: You may be required to appoint a Banksman to control Lifting/Slinging operations*
12. When installing / repairing air-conditioning, comply with DMR 16.
13. When accessing fall risk areas – ensure to compliance with GSR 6 and 13A. Scaffolding comply with the requirements of SANS-10085 "Access Scaffolding"
14. When doing Electrical work, comply with the requirements of EIR and EMR Construction *Note: Provide copy of registration as required*
15. When working over or near (in close proximity to) Water, comply with Construction Reg. 26
16. Ensure that good Housekeeping, Stacking and Storage principles are applied.
17. Ensure that appropriate measures are taken to avoid the risk of Fire/Explosion.
18. If you are going to work at heights a Fall Protection Plan must be submitted (roof work included) as per requirements of Construction Reg. 10
19. When using Explosive Powered Tools, comply with Construction Reg 21
20. When Welding, Flame Cutting/Soldering, comply with GSR 9
21. When working in Confined Spaces, comply with GSR 5
22. You are required to comply with General Safety Regulations 2 and provide your employees with: personal protective equipment which will allow them to carry out their work in a safe manner.
23. Reporting, Recording and Investigations of Incidents or Occupational Diseases shall be done as per General Admin. Regulation 8 / 9 (Also see Sect 24 of the Act) – none the less always be reported to the MBM OHS Department.
24. You are required to provide proof of registration with the Compensation Commissioner/ Federated Employer(s) Mutual when signing this agreement. If you are not registered, we may deduct the necessary amounts from your progress payments and pay it over to the Commissioner to ensure that you are insured. See Section 80 and 89 of the COID Act.
25. Manage SARS-COV-2 (COVID-19) as per the latest current legislation and comply with the requirements posed by the MBM.

Annexure 4 – Health and Safety File Index

1.	Contract Award Letter
2.	H&S File Review and Approval *Mossel Bay Municipality
3.	Signed Annexure 1 – (Service Provider H&S Specification Acknowledgment)
4.	Signed Annexure 3 – (Mandatory Agreement)
5.	COID Letter of Good Standing
6.	Scope of Work and Contract award letter
7.	List of Plant / Machinery / Tools / Equipment
8.	Method Statement
9.	Risk Assessment (Template A - HIRA)
10.	List of Persons + Appointment(s) + Competency + Induction
11.	Inspection Registers
12.	Incident Register / First Aid Dressing record / Investigation Reports etc.

Annexure 5 – EMERGENCY NUMBERS

EMERGENCY NUMBERS			
FIRE, RESCUE & DISASTER MANAGEMENT SERVICES		MBM	044 691 3722 044 606 5107 / 5121
AMBULANCE		By Grace EMS	063 675 1936
		ER24	084 124
HOSPITAL		Life Bay View	044 691 3718 044 601 1956
		Provincial	044 691 2011
		Great Brak Clinic	044 620 2288
POLICE (SAPS)		Mossel Bay	044 606 2805
		Da Gamaskop	044 606 2200/2201
		Kwanonqaba	044 606 5600
		Great Brak	044 620 8300
TRAFFIC DEPT (GENERAL)		MBM	044 606 5201
ELECTRICAL		MBM	044 606 5114
WATER		MBM	044 606 5278
GENERAL		MBM	044 606 5000
MBM OHS		N Smit / L Mzekandaba	044 606 5120 044 606 6261

Template A – HIRA Template

TASK SPECIFIC RISK ASSESSMENT (HIRA)							
COMPANY:				DATE:			
SUPERVISOR:				AREA:			
SCOPE OF WORK (TASKS) TO BE PERFORMED:							
TOOLS / EQUIPMENT REQUIRED:							
PPE REQUIRED <i>(tick the box)</i>	Hard Hat	Safety Shoes	Gloves	Hearing protection	Eye protection	Dust Mask	Overall
	Other:						
Current Job - List Main Steps of Task?	What are the Hazards or Risks involved? <i>(What are the dangers or what can go wrong during each step?)</i>	Classify the hazard/risk <i>(High / Medium / Low)</i>	Control Measures / Safe Work Procedures to follow during each step: <i>(What must be done to prevent incidents or injury?)</i>				
1.							
2.							
3.							
4.							
5.							

