



MSUKALIGWA LOCAL MUNICIPALITY

PROJECT NO: 8/3 – 54/2022

**PROJECT DESCRIPTION: APPOINTMENT OF CIVIL
ENGINEERING PROFESSIONAL SERVICE PROVIDER
(CONSULTANT) FOR REGISTRATION, DESIGN AND
CONSTRUCTION MONITORING OF THE CONSTRUCTION
OF ERMELO EXT 50 OUTFALL SEWER PIPELINE, AT RISK**

TENDER DOCUMENT

May 2023

ISSUED BY: Msukaligwa Local Municipality
Postal Address: P O Box 48,
Ermelo
2350

NAME OF TENDERER:

TENDERED AMOUNT (Incl Vat): R

CLOSING DATE: 06 JUNE 2023

MSUKALIGWA LOCAL MUNICIPALITY



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OUTFALL SEWER PIPELINE, AT RISK

CONTENTS

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender.
- T1.2 Tender Data

Part T2 : Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules Forms

THE CONTRACT

Part C1: Agreements and Contract Data

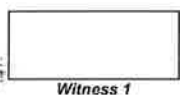
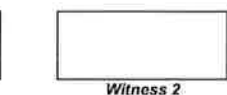
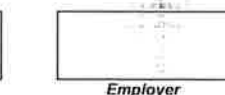
- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

					
Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MSUKALIGWA LOCAL MUNICIPALITY



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TENDER NOTICE

Tenders are hereby invited for project as listed below in Msukaligwa Local Municipality.

Prospective tenderers who have in their employ a person registered with Engineering Council of South Africa (ECSA) who meet the criteria stated in the Tender data may submit their tender offers.

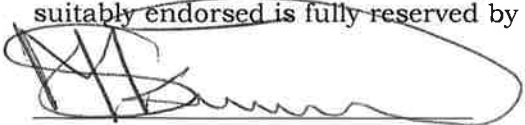
Tender documents will be available at the Municipal Supply Chain office, Msukaligwa Local Municipal Offices, Corner Kerk and Taute Street, Ermelo from the 26th May 2023 upon the payment of a non-refundable deposit fee of **R596.22** per tender document during office hours from 07h30 - 13h00 and 14h00 - 16h15 weekdays.

Only cash or eft payment made payable to the Msukaligwa Local Municipality will be accepted.

Compulsory briefing secession with the representative of the clients is scheduled for Tuesday 29th May 2023 at the Ella De Bruin Hall at 10:00AM

Completed tenders in black ink and clearly marked **“Appointment of Civil Engineering Professional Service Provider (Consultant) For Registration, Design and Construction Monitoring of The Construction Of Ermelo Ext 50 Outfall Sewer Pipeline, At Risk”** must be placed in the Tender Box, office Msukaligwa Local Municipal Offices, C/O Kerk and taute Street, Ermelo, not later than **12h00 on the 06 June 2023**, at which hour and date the tenders will be opened in public. Tenders shall remain valid for a period of 90 days from closing date and No late, faxed, e-mailed or other form of tender will be accepted.

Enquiries: Office at 017 801 3539. Tenders will be evaluated in terms of the Supply Chain Management policy of the Msukaligwa Local Municipality and the lowest tender will not necessarily be accepted and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Msukaligwa Local Municipality.


M. Kunene
Municipal Manager
Msukaligwa Local Municipality



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) (Available on www.cidb.co.za).

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

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

It mainly applies:				
Clause				
F.1.1	The Employer is: Msukaligwa Local Municipality P.O. Box 48 Ermelo 2350			
F.1.2	The tender document's contents is as follows: Tendering Procedures Tender notice and invitation to tender Tender data Returnable Documents List of Returnable Documents The Contract Agreements and Contract data Forms of Offer and Acceptance Contract Data Pricing Data Pricing Instruction Bill of Quantities Terms of Reference Terms of Reference Additional Relevant Documents Supply Chain Management Policy			
F.1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.			
F.1.4	Communication. The Employer's Representative is; <table><tr><td><u>Accounting Officer</u> Mr M. Kunene P.O. Box 48 Ermelo 2350 017 801 3504</td><td><u>Procurement Eng.</u> Mr. E. Ndlovu / F Nhangombe P.O. Box 48 Ermelo 2350 017 801 3539</td><td><u>Technical Enquiries.</u> Mr. K. Zitha / S Mahlaba P.O. Box 48 Ermelo 2350 017 801 3422</td></tr></table>	<u>Accounting Officer</u> Mr M. Kunene P.O. Box 48 Ermelo 2350 017 801 3504	<u>Procurement Eng.</u> Mr. E. Ndlovu / F Nhangombe P.O. Box 48 Ermelo 2350 017 801 3539	<u>Technical Enquiries.</u> Mr. K. Zitha / S Mahlaba P.O. Box 48 Ermelo 2350 017 801 3422
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	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. Questions or queries must be submitted at least five (5) working days before the stipulated closing date and time of the tender. However, MLM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Bidder. In the event that no correspondence or communication is received from the MLM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.
F.1.5	The Employer's right to accept or reject any tender offer The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by the Msukaligwa Local Municipality.
F.2	Bidder Obligations
F.2.1	Eligibility Only those bidders who satisfy the following criteria are eligible to submit tenders: Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "Authority of Signatory." Only tenderers who have in their employ a person registered with Engineering Council of South Africa (ECSA). Registration with Consulting Engineers South Africa (CESA) and The South African Council for Project and Construction Management Professions (SACPCMP) shall serve as an added advantage. Such proof must be submitted at tender closure.
F.2.2	Cost of Tendering The employer will not compensate the bidder for any costs incurred in the preparation and submission of a tender offer, including the cost of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
F.2.3	Check documents The Bidder should check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and Copyright of Documents. Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.7	Clarification Meeting A compulsory clarification meeting will be held on:



	Time: 10:00 Date: 29 May 2023 Location: Msukaligwa Local Municipality P.O. Box 48 Ermelo 2350 No individual may represent more than one bidder at the compulsory briefing session, representatives must attend the session in totality. Non-completion in full of the fields required on the attendance register may lead to automatic disqualification.
F.2.9	Professional indemnity insurance The Employer shall not award a contract to any bidder that does not hold a valid professional indemnity insurance policy cover in amount that is not less than R 5 000 000.00 in respect of each and every claim owing, for the duration of the contract. The service provider may be requested to increase the indemnity insurance should a need arise.
F.2.10	Pricing the tender State the rates and prices in Rands in compliance with ECSA fee guideline Gazette 38324 of 12 December 2014. These rates will remain enforceable for the duration of this contract.
F.2.11	Alterations to the Tender Documents. No alterations may be made to the tender document issued by the employer. Proposals and any other supporting documents must be attached to the back of this tender document as Annexures.
F.2.12	Alternative tender offer. No alternative tender offers will be considered or accepted
F.2.13	Submitting tender offer: No Tender document will be considered unless submitted on Council's Official Tender Document Return all the returnable documents to the employer after completing them as per details on F.2.15 below. Tenders must be deposited in the tender box clearly marked: "Appointment of a professional Service Provider." Location of tender Box: Records section, first floor, Msukaligwa Local Municipality office building Physical Address: Msukaligwa Local Municipality, C/O Kerk and Taute Street, Ermelo Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered. All tender received by the Msukaligwa Local Municipality will remain in the Municipality's possession as confidential until after the award is made. Accept that all tenders submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.



F.2.15	Closing Time: The time and location for opening of the Tender offers are: Closing Time: 12:00 Closing Date: 06 May 2023 Location: Msukaligwa Local Municipality P.O. Box 48 Ermelo 2350 Tenders will be opened in public at the same time. After the opening of the tender proposals, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender proposals and recommendations concerning the award of the tender shall be disclosed to any other bidder or persons not concerned with such process until the award of the Tender has been announced by the MLM.
F.2.16	Tender Offer Validity The Tender offer validity period is 90 days from the closing date.
F.2.17	Tender clarification after submission A tender may be regarded as non-responsive if the bidder fails to provide clarification requested by the employer within the time for submission stated in the employer's written request.
F.2.18	Provide other material Proposals Proposals should be well organized, straight forward, clear and concise. Proposals must respond specifically to the criteria specified in this tender document. Colour: black Font: Aerial: Size 12: Spacing one and half: pages not more than 50 on one side. (excluding appendices) The Consulting Engineers, in his/her proposal, shall state the categories and number of staff and personnel that he considers necessary to perform the services, including the core professional team and support staff. The Consulting Engineers shall provide brief descriptions of the responsibilities and duties envisaged for the professional positions of the supervision team. The Consulting Engineers shall make a clear distinction between resources required, time allocation and costs for the project. The proposals and all supplementary documents and correspondences shall be drawn up and submitted in English. The Council retains the right to call for any additional information that it may deem necessary If tendering as a Joint Venture, Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint Venture arrangements should be in accordance with the CIDB guidelines (D2 or latest version) Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk



5. Profit and Loss

If a Bidder, or any person employed by him is found to have either directly or indirectly, promised or given to any person in the employment of Council, any commission, gratuity, gift or other consideration, The Council shall have the right to summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/or additional costs or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tender or Contract.

At the request of the Municipal Manager from furnishing him with additional information, or with a sample or specimen for testing purposes or otherwise, or from giving a demonstration so as to enable the recommendation to the Council's responsible Committee on the award of the contract be formulated,

F.3.11

1. Tender evaluation points

The value of this bid is estimated (professional fees per project tendered) to exceed R1 000 000 but not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

Preference points for this bid shall be awarded for:

- (a) Functionality; and
- (b) Municipal Specific goals.

The maximum points for this bid are allocated as follows:

	POINTS
FUNCTIONALITY	80
MUNICIPAL SPECIFIC GOALS	20
Total points for Functionality and Specific Goals must not exceed	100

2. Evaluation of Tenders

The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the MLM.
Clause 36.5 of the Supply Management Policy which entails balance between financial offer and functionality.

2.1. The following steps will be followed in evaluation;

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by bidders.
5. Determination of expertise and experience of bidders.
6. Awarding of points for functionality.
7. Ranking of bidders according to the total points
8. Performance of risk analysis by checking the capacity of the bidders

3. Evaluation Criteria

Tenders are adjudicated in terms of Msukaligwa Local Municipality Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

3.1. Tender Responsiveness

Tender responsiveness shall mean tender compliance with all the prescribed key requirements for submission with this tender which are regarded as eliminating factors. Elimination factors include non-compliance with key requirements specified for the following:



- Project Director/Team Leader (20 Points);
- Registered Resident Engineer (15 Points);
- Registered Technologist (8 Points);
- Registered Engineering Technician (5 Points) and
- Physical and Other Resources (20 Points)
- Experience of firm (32 Points)

The Team Leader, Registered resident Engineer, Registered Technologist, and Registered Engineering Technician combined are regarded as Personnel and carry combined total of 48 points while Physical and Other Resources carry a total of 20 points. The firms experience in Engineering Projects carries 32 points.

The Consulting Firm's tender responsiveness in relation to points is therefore summarized as follows:

Personnel	48
Physical and Other Resources	20
Experience of Firm	32
Sub-Total	<u>100</u>

A firm must obtain a minimum of 70 points out of the 100 points above to be considered for price and Specific Goals evaluation.

Project Director / Team Leader : (Maximum Points obtainable 20)

Name:.....

Evaluation Criteria	Minimum Required		Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 1)	BEng. BSC, Degree or B Tech in Civil Engineering		Yes	3	
ECSA Professional Registration (Note 2)	Professional Technologist (Pr Tech).		Yes	1	
	Professional Engineer (Pr Eng).			2	
Sub-total				5	
			Elimination Factor		
Years of experience after qualification (Note 3)	0 - 5		Yes	0.5	
	5 - 15		No	1	
	16 - 20		No	2	
	21 upwards		No	3	
Years of experience after registration	5 - 10		No	1	
	11 - 15		No	2	
	16 - 20		No	2.5	
	21 upwards		No	3	
Sub-Total				6	
Involvement in comparable projects – State number (Note 4)	3 - 5		No	1	
	6 - 8		No	2	
	9 - 10		No	3	
	11 upwards		No	4	
Sub-total				4	
			Elimination Factor		



Current Employment (Note 5)	Full time employed by the Consulting Firm	No	5	
Sub-total			5	
Total			20	

Project Director / Team Leader

It must be noted that a minimum of **10 points** must be obtained by the proposed Team Leader during evaluation failure which a tender shall be automatically eliminated from any further evaluation.

Note 1: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Team Leader/Project Director's/registered Engineer's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Team Leader shall be in possession of at least a BEng/BSc Degree or B Tech in Engineering from any South African University or equivalent qualifications from a recognised Foreign University or Institution certified by SAQA. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 2: Professional Registration

Proof of professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Leader/Project Director's CV. The proposed Team Leader shall be registered as Professional Engineer (Pr. Eng) or Professional Technologist (Pr. Tech). Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 3: Experience after qualification.

A minimum of 5 years post qualification experience is required for the team leader. More than 5 years post qualification experience is **not** an eliminating factor but carries more points. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

Note 4: Employment History (Involvement in comparable projects)

Proof of employment history must be contained in the curriculum vitae (CV) and must include references and contact details. The CV must be of a maximum two pages and containing only necessary and relevant information for the purpose of this project. Failure to provide is **not** an eliminating factor but it allows you to accrue more points.

Note 5: Current Employment

Confirmation of current employment in the form of letter from Supervisor must be attached. In the event a Team Leader/Project Director's is his/her own Supervisor, a letter confirming same must still be attached. The proposed Team Leader shall be a Senior Employee, an Associate, the Director, or a Shareholder and in the direct employ of the Consulting Firm. A proof or separated written confirmation must be attached to the CV. Where a proposed Team Leader is seconded from a rival Consulting Firm, an agreement between the two entities as well as a written undertaking confirming the person's full-time availability for the duration of a project must be attached to the CV. *Please note that the CV **MUST** be signed by the employee.*



Registered Resident Engineer:

(Maximum Points obtainable 15)

Name:.....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 6)	BEng. BSC, Degree or B Tech in Civil Engineering	Yes	4	
ECSA Professional Registration (Note 7)	Professional Technologist	Yes	2	
	Professional Engineer (Pr Eng)	Yes	3	
Sub-total			7	
Years of experience after qualification (Note 8)	0 - 5	No	0	
	6 - 10	No	3	
	11 - 15	No	5	
	16 upwards	No	6	
Sub-total			6	
Current Employment (Note 9)	Full time employed by the Consulting Firm	No	2	
Sub-total			2	
Total			15	

Note: Should the Resident Engineer be the same as Project Director/Team Leader zero points will be allocated.

Registered Resident Engineer

It must be noted that a minimum of **5 points** must be obtained by the proposed Registered Engineer during evaluation failure which a tender shall be automatically eliminated from any further evaluation.

Note 6: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Registered Engineer's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Registered Engineer shall be in possession of at least a BEng Degree in Engineering from any South African University or equivalent qualifications from a recognised Foreign University or Institution.

Note 7: Professional Registration

Proof of professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Registered Engineer's CV. The proposed Registered Engineer shall be registered as Professional Engineer (Pr. Eng).

Note 8: Employment History

A minimum of 5 years post qualification experience is required for the Registered Engineer. Less than 5 years post qualification experience is **not** an eliminating factor, but zero points will be scored if that criterion is not met.



Note 9: Current Employment

Confirmation of current employment in the form of letter from Supervisor must be attached. The proposed Resident Engineer must be a full time employee in the direct employ of the Consulting Firm.

Resident Technologist:

(Maximum Points obtainable 8)

Name:.....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 10)	BTech Degree in Engineering and/or above	No	2	
ECSA Professional Registration (Note 11)	Professional Engineering Technologist (Pr Eng Tech)	No	1	
Sub-total			3	
Years of experience after qualification (Note 12)	0 - 5	No	0	
	6 - 10	No	2	
	11 - 16	No	2.5	
	17 upwards	No	3	
Sub-total			3	
Current Employment (Note 13)	Full time employed by the Consulting Firm	No	2	
Sub-total			2	
Total			8	

Note: Should the Resident Technologist be the same as Registered Resident Engineer and Project Director/Team Leader zero points will be allocated

Resident Technologist

It must be noted that a minimum of **3 points** must be obtained by the proposed Resident Technologist during evaluation failure which a tender shall be automatically eliminated from any further evaluation.

Note 10: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Registered Technologist's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Registered Technologist shall be in possession of at least a B-Tech Degree in Engineering from any South African University or equivalent qualifications from a recognised Foreign University or Institution.

Note 11: Professional Registration

Proof of professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Registered Technologist's CV. The proposed Registered Technologist shall be registered as Professional Technologist (Pr. Eng Tech).



Note 12: Employment History

A minimum of 5 years post qualification experience is required for the Registered Technologist. Less than 5 years post qualification experience is **not** an eliminating factor, but zero points will be scored if criterion is not satisfied.

Note 13: Current Employment

Confirmation of current employment in the form of letter from Supervisor must be attached. The proposed Registered Technologist must be a full time employee in the direct employ of the Consulting Firm.

Resident Engineering Technician:

(Maximum Points obtainable 5)

Name:.....

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 14)	National Diploma in Engineering and/or above	Yes	1.5	
Professional Registration (Note 15)	Professional Engineering Technician (Pr Techni Eng)	No	1.0	
Sub-total			2.5	
Years of experience after qualification (Note 16)	0 - 5	No	0	
	6 - 10	No	1	
	11 - 15	No	1.5	
	16 upwards	No	2	
Sub-total			2	
Current Employment (Note 17)	Full time employed by the Consulting Firm	No	0.5	
Sub-total			0.5	
Total			5	

Note: Should the Resident Engineering Technician be the same as Resident Technologist, Registered Resident Engineer and Project Director/Team Leader zero points will be allocated

Resident Engineering Technician

It must be noted that the proposed Registered Engineering Technician must obtain a minimum of 2 points during evaluation failure, a zero point shall be scored if criterion is not satisfied.

Note 14: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Registered Engineering Technician's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Registered Engineering Technician shall be in possession of at least a National Diploma in Engineering from any South African University or equivalent qualifications from a recognised Foreign University or Institution.



Note 15: Professional Registration

Proof of professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Registered Engineering Technician's CV. The proposed Registered Engineering Technician shall be registered as Professional Engineering Technician (Pr. Tech Eng).

Note 16: Employment History

A minimum of 5 years post qualification experience is required for the Registered Engineering Technician. Less than 5 years post qualification experience is **not** an eliminating factor, but zero points shall be scored if criterion is not satisfied.

Note 17: Current Employment

Confirmation of current employment in the form of letter from Supervisor must be attached. The proposed Registered Engineering Technician must be a full-time employee in the direct employ of the Consulting Firm.

Physical and Other Resources

It must be noted that total points of **20** are obtainable by the Consulting Firm in relation to the requirements as mentioned on the table below, failure to submit evidential supporting documents is not an eliminating factor **BUT** a zero point will be scored.

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Firm's Office Building location (Note 18)	Firm's offices outside the provincial boundaries	No	0	
	Firm's offices within the provincial boundaries	No	1	
	Firm's offices within the Gert Sibande District boundaries	No	2	
Sub-total			3	
Hardware Resources (Note 19)	Computers x 1	No	1	
	Laptop X 3	No	2	
	Plotter x 1	No	2	
	Printers (able to print A4 and A3) X 1	No	2	
Sub-total			7	
Software Resources (Note 20)	Design Software (i.e. Geometric Roads, Storm Water, Water Reticulation, Structures)	No	2	
	Cad Software	No	2	
	In-House quality assurance		1	
	ISO-9001	No	3	
Sub-total			7	
Company's vehicles (Note 21)	Vehicles x 2	No	3	
Sub-total			3	
Total			20	



Experience of Firm

It must be noted that the experience of the firm carries a maximum of **32 points** as indicated in the table below. A firm must obtain a minimum of **7 points** to be considered for further evaluation. If a tenderer fails to obtain the minimum **points** then, zero points will be scored. If proof of testimonials in reference to form H is not provided, then the bidder shall be automatically disqualified.

If project referenced in form H were implemented with MLM, then, performance assessment reports from internal departments of at least 3 previous projects (as referenced) per category confirming performance will be obtained.

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company experience in terms of (Sanitation or facilities related) projects completed (note Form H) (Note 22)	0 - 5 Projects	No	5	
	6 - 8 Projects	No	8	
	9 -12 Projects	No	12	
	13+ Projects	No	16	
Sub-Total			16	
Company experience in terms of value of Engineering Projects Completed (Sanitation or facilities related)	R0 mil – R9 mil	No	6	
	R10 mil – R19 mil	No	8	
	R20 mil and R29 mil	No	10	
	+ R30 mil and more	No	16	
Sub-Total			16	
TOTAL			32	

Note 18: Firm's Office building location

Company needs to submit a proof of municipal rates not older than 3 months for their offices. Failure to attach the municipal rates shall warrant for scoring zero (0) in this category.

Note 19: Hardware Resources

Proof of company's asset register with the required listed resources in the form of certified



copies must be attached. Failure to provide this shall warrant for scoring zero (0) in this category.

Note 20: Software Resources

Proof of company's asset register with the required listed resources in the form of certified copies must be attached. Failure to provide this shall warrant for scoring zero (0) in this category.

Note 21: Company's Vehicles

Provide proof of ownership, such a certified copy of the company's register of assets and vehicles ownership copies either in the name of the company or director's names must be attached. Failure to provide this shall warrant for scoring zero (0) in this category.

Note 22: Company's previous completed projects

Provide proof of the company's previous completed projects which is appointment letters and completion certificates must be attached. Verifiable references (appointment letters and completion certificates) with contact details must be provided. Failure to meet this requirement will result in zero scoring.

The procedure for the evaluation of responsive Bids will be on the average of the previous three projects where the firm was involved with any clients.

Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Bidder does not comply with the Tender Conditions, the Bid may be rejected. If technical specifications are not met, the Bid may also be rejected.

With regard to the above, certain actions or errors are unacceptable and warrants **REJECTION OF THE TENDER**, for example

- Certified or scanned copies of Tax Clearance Certificates. (**Only valid original tax clearance certificates** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- If tender document is not fully completed as required and as stipulated in the tender data.
- If any tender document is tempered with or it is unbundled or unbundled.
- Failure to complete the schedule of quantities as required – only lump sums provided.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the – “**Authority for Signatory**”, No authority for signatory submitted.
- A Resolution by a Board of Directors of the Company authorizing the Bidder to sign the Tender document on behalf of the Company. Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- **Failure to submit or submitting a valid professional indemnity insurance cover that is not less than R 5 000 000.00 as required.**
- The Bidder's attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Failure to complete and sign Form of Offer and Acceptance
- If any municipal rates and taxes or municipal service charges owed by that Tenderder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.



- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.
- Failure to complete in all returnable schedules and signing thereof will result in an automatic disqualification.

Size of enterprise and current workload

- Evaluation of the Bidder's position in terms of:
- Previous and expected current annual turnover.
- Current contractual obligations
- Capacity to execute the contract.

Staffing profile

Evaluation of the Bidder's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract.

Proposed Key Personnel

In this part of the tender, the Bidder shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Bidder. The CV should follow the normal Professional Format as used by Professional Service Providers.

Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- PDI status (describing population group, gender and disabilities)
- Educational qualifications
- Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services

Previous experience

The bidder shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the bidder within the last five (5) years.

Evaluation of the Bidder's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

The bidder shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects.

Financial ability to execute the contract:

Evaluation of the Bidder's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tender's bank manager to assess the Bidder's financial ability to execute the contract and the Bidder hereby grants his consent for this purpose.

Good standing with SA Revenue Services

- Determine whether an original valid tax clearance certificate has been submitted.
- The Bidder **must affix an original valid Tax Clearance Certificate**

If the Tender does **not** meet the requirements contained municipal Procurement Policy, and the



	mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation. Penalties The Msukaligwa Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed: ▪ Cancel the contract and recover all losses or damages incurred or sustained from the Bidder. ▪ Impose a financial penalty at the discretion of Council ▪ Restrict the contractor, its shareholders and directors on obtaining any business from the Msukaligwa Local Municipality for a period of 10 years
F.3.11.5	Method 2 Method 2: Financial offer and preference will be used to evaluate tenderers.
F.3.11.6	The additional conditions of Bid Document 1 Msukaligwa Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2 The Msukaligwa Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations. 3 Capping projects allocated to one service provider irrespective of tendered amount per financial year is at the discretion of Msukaligwa Local Municipality.

MSUKALIGWA LOCAL MUNICIPALITY



Project No: 8/3 – 54/2022

Project Description: APPOINTMENT OF CIVIL ENGINEERING PROFESSIONAL SERVICE PROVIDER (CONSULTANT) FOR REGISTRATION, DESIGN AND CONSTRUCTION MONITORING OF THE CONSTRUCTION OF ERMELO EXT 50 OUTFALL SEWER PIPELINE, AT RISK

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a bidder. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

The Bidders must complete and sign the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	COMPULSORY ENTERPRISE QUESTIONNAIRE
Form B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Form C	DECLARATION OF INTEREST
Form D	AUTHORITY OF SIGNATORY
Form E	DECLARATION OF GOOD STANDING REGARDING TAX
Form F	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS
Form G	MUNICIPAL UTILITY ACCOUNT
Form H	PREFERENCE SCHEDULE
Form I	PROPOSED KEY PERSONNEL
Form J	SCHEDULE OF PREVIOUS EXPERIENCE
Form K	SCHEDULE OF CURRENT PROJECTS
Form L	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form M	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
Form O	CERTIFICATE OF INDEPENDENT BID DETERMINATION
Form P	DECLARATION BIDDER'S LITIGATION HISTORY

MSUKALIGWA LOCAL MUNICIPALITY



PROJECT DESCRIPTION

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner

1. NAME OF ENTERPRISE

2. CONTACT PERSON

3. CONTACT NUMBER

4. FAX NUMBER

5. E-MAIL ADDRESS

6. POSTAL ADDRESS

7. PHYSICAL ADDRESS

8. VAT REGISTRATION NUMBER

9. TAX REFERENCE NUMBER

10 CIDB REGISTRATION NUMBER

10.1 CIDB GRADING

11 HAS A B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE BEEN SUBMITTED

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION
SYSTEM (SANAS)
A REGISTERED AUDITOR
(Tick applicable box)

12

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO
QUALIFY FOR CERTAIN PREFERENCE POINTS UNDER SPECIFIC GOALS)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

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

If Yes enclose Proof

.....
Signature on behalf of tender

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

Certified CK1 or CK2 as applicable (Founding Statement)

2. **For Companies**

- Certified copy of the Certificate of Incorporation
- Certified copies of the ID's of the Directors and
- the shareholders register

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Certified Copies of the ID's of the partners

5. **One person Business / Sole trader**

- Certified Copy of ID

6. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

- Attach an original or certified copy of B-BBEE Status Verification Certificate

NOTE THE FOLLOWING IN RESPECT OF B-BBEE CERTIFICATES:

1. *Certificates attached hereto should be those issued by approved verification agencies as directed by the National Treasury and the DTI (Department of Trade and Industry)*
2. *Verification agencies should be approved by SANAS and Accounting Officers and Auditors should be approved in terms of the IRBA (Independent Regulatory Body for Auditors), and as prescribed by the Close Corporations Act for designation as an Accounting Officer*
3. *Certified copies of the B-BBEE certificate should be within the financial year of the issued bid or quotation.*

Further information in respect of the above is obtainable from the National treasury and DTI websites and the Preferential Procurement Regulations, 2011

FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

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

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

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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 ON BEHALF OF BIDDER

FORM C: DECLARATION OF INTEREST (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 favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars:

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
SIGNATURE ON BEHALF OF BIDDER

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date)

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number

..... and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD (NOT OLDER THAN THREE MONTHS FROM DATE OF TENDER CLOSURE)

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

ATTACH ORIGINAL VALID TAX CLEARANCE CERTIFICATE TO THIS PAGE

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures, each party must submit a separate Tax Clearance Certificate

FORM F: FINANCIAL REFERENCES

DETAILS OF BIDDERS BANKING INFORMATION

Notes to bidder:

1. The bidder shall attach to this form certified copy or an original letter from the bank confirming the bank account and details which is not older than three months. The bidder's banking details as they appear below shall be completed.
2. In the event that the bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Civil Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 5px;">0-6 months</td> <td style="width: 30px; text-align: center;">☐</td> </tr> <tr> <td style="padding: 2px 5px;">7-12 months</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="padding: 2px 5px;">13-24 months</td> <td style="text-align: center;">☐</td> </tr> <tr> <td style="padding: 2px 5px;">More than 24 months</td> <td style="text-align: center;">☐</td> </tr> </table> (Tick which is appropriate)	0-6 months	☐	7-12 months	☐	13-24 months	☐	More than 24 months	☐
0-6 months	☐								
7-12 months	☐								
13-24 months	☐								
More than 24 months	☐								

SIGNATURE ON BEHALF OF BIDDER :

ATTACH CERTIFIED COPY OR ORIGINAL LETTER FROM BANK TO THIS PAGE (NOT OLDER THAN THREE MONTHS FROM DATE OF TENDER CLOSURE)

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly
authorized to sign all documents with the Tender for Contract Number _____ on behalf of
_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

ATTACH AN ORIGINAL OR CERTIFIED COPY OF UTILITY ACCOUNT

(NOT OLDER THAN THREE (3) MONTHS FROM DATE OF TENDER CLOSURE)

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company the declaration form attached hereto.
- Attach municipal Utility account(s) of the respective Director(s) not older than three (3) months from date of the bid or quotation, **OR**,
- Attach Municipal Utility account of Company registered office (if applicable) and in case of leased premises, attach lease agreement and the utility account of leased premises.
- In case of joint ventures – utility account(s) of the various directors must be attached to the bid document and or the joint lease agreement should be attached

FORM H: PREFERENCE SCHEDULE (MBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Municipal specific goals must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based

on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

- 1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 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:
- 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.)

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
1.	100% Black owned enterprises within the definition of the HDI	2	
2.	At least 50% women owned enterprises	2	
3.	At least 50% youth owned enterprises	2	
4.	At least 50% enterprises people living with disabilities	2	
5.	Enterprises regarded as EMEs located within the Msukaligwa Local Municipality	10	
6.	B-BBEE level 1 contribution (SANAS verified B-BBEE certificate for generic enterprise, and for EME and SME an affidavit or CIPC issued certificate confirming annual turnover and level of Black Ownership	2	

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contribution: = (maximum of 2 points)

6 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of firm:

7.2 VAT registration number

7.3 Company registration number

7.4

TYPE OF FIRM (Tick Applicable Box)

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One Person business/ sole propriety
- ☐ Close Corporation
- ☐ Company
- ☐ (Pty) Ltd
- ☐ Other : Specify _____

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

7.6 COMPANY CLASSIFICATION

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

7.7 MUNICIPAL INFORMATION:

Municipality where business is situated

Registered Account Number

Stand Number

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

7.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

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

(e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....
SIGNATURE(S) OF BIDDER(S)

DATE:

ADRESS:

FORM I: PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel whom he proposes to employ on the project should his Bid be accepted,

No	Name	Qualification	Designation

Provide two paged CV of Each key Personnel to be used in this project.
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- HDI status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

FORM J: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the firm was involved for MLM projects or other clients. Reference of clients other than MLM **MUST** be provided.

Evaluation of the Bidder's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least three of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference	
		Appointment Date	Completion Date	Name	Organisation Tel no and Fax

SIGNATURE ON BEHALF OF BIDDER:.....

SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

[illegible]

SIGNATURE ON BEHALF OF BIDDER:.....

FORM L: SCHEDULE OF PROFESSIONAL REGISTRATION

Provide information on the following:

Professional registration:

1. Professional indemnity.

Professional indemnity (not less than 1 million)
(Attach Relevant Certificate)

CESA accreditation
(Attach Relevant Certificate)

ISO certification for quality management system
(Attach Relevant Certificate)

SIGNATURE ON BEHALF OF BIDDER:.....

FORM M: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

SIGNATURE ON BEHALF OF BIDDER:.....

FORM N: PROOF OF CERTIFICATE OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Affix Certified Proof of Good Standing with Compensation Commissioner on this page.

FORM O: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids 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).
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(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 ON BEHALF OF BIDDER 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

FORM P: DECLARATION OF BIDDER'S LITIGATION HISTORY

Note to bidder:

The bidder shall list below details of any litigation with which the bidder (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	STATUS OF LITIGATION

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



MSUKALIGWA LOCAL MUNICIPALITY



PROJECT NO: 8/3 – 54/2022

**PROJECT DESCRIPTION: APPOINTMENT OF CIVIL
ENGINEERING PROFESSIONAL SERVICE PROVIDER
(CONSULTANTS)
FOR REGISTRATION, DESIGN AND CONSTRUCTION
MONITORING FOR THE CONSTRUCTION OF ERMELO EXT
50 OUTFALL SEWER PIPELINE, AT RISK**

C1 AGREEMENTS AND CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



OFFER

Appointment of Professional Service Provider

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

Item	Description	Total (Incl. VAT)
Table A1	Basic Professional Fees	R
Table B	Construction Monitoring & Supervision, and OHS Responsibilities	R
Table C	Recoverable Expenses for additional services	R
Total Professional Fees		R

Rand (in words)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Age group	Percentage correct
10-12	75
13-15	85
16-18	90
19-21	95
22-24	98

Witness 2



Signature(s) _____
Name(s) _____
Capacity _____
For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____
Name and signature _____ Date _____

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Consultant the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



the Tenderer (now Consultants) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the employer: Msukaligwa Local Municipality,
P O Box 106,
Ermelo
2350

Name & Signature
Of Witness

Name and Signature

Date

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

Employer: Msukaligwa Local Municipality,
P O Box 106,
Brits
0250

Name & Signature
Of Witness _____ Date _____



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2

MSUKALIGWA LOCAL MUNICIPALITY



PROJECT NO: 8/3 – 54/2022

PROJECT DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE CIVIL ENGINEERING CONSULTANTS FOR REGISTRATION, DESIGN AND CONSTRUCTION MONITORING FOR THE CONSTRUCTION OF ERMELO EXT 50 OUTFALL SEWER PIPELINE, AT RISK

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MSUKALIGWA LOCAL MUNICIPALITY



PROJECT NO: 8/3 – 54/2022

PROJECT DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE CIVIL ENGINEERING CONSULTANTS FOR REGISTRATION, DESIGN AND CONSTRUCTION MONITORING FOR THE CONSTRUCTION OF ERMELO EXT 50 OUTFALL SEWER PIPELINE, AT RISK

C2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced on a monthly basis, based on the completion of the activity but not exceeding the allocated budget that has been priced for that activity.
2. Payment will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without the prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. All rates and amounts must be completed by hand in black ink.
6. The schedule items covering the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. Although the tenderer is at liberty to insert a rate at his own choice for each item in the schedule, his attention is drawn to the fact that the employer has the right, under various circumstances to payment for additional work carried out and that the engineer is obliged to base his assessment and the payment to be paid for such additional work on the rates inserted in the schedule by the tenderer.
8. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to be the employer for the work described under several items. The prices shall be exclusive of Value Added Tax (VAT). Such prices shall cover all costs and expenses that may be required

Consultant

Witness 1

Witness 2

Employer

Witness 1

Witness 2

in and for the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.

9. In the event of the tendered failing to price any item it will be construed that the tenderer has made adequate allowance under other items for all labour, material and costs required, for the exclusion, not only for the quantum of work covered by the unpriced item, but also for any increase in the said quantum which may have to be undertaken during the course of the contract.
10. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of Service provided as defined in the Standardized, Project or Particular Specifications.
 - Quantity (QTY): The number of units of work/service provision for each item.
 - Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.


Consultant


Witness 1


Witness 2


Employer


Witness 1


Witness 2

MSUKALIGWA LOCAL MUNICIPALITY



PROJECT NO: 8/3 – 54/2022

**Project Description: Appointment Of A Professional Service Provider
For The Civil Engineering Consultants For Registration, Design and
Construction Monitoring for the Construction of Ermelo Ext 50
Outfall Sewer Pipeline, At Risk**

C2.2 BILL OF QUANTITIES

C2.2 BILL OF QUANTITIES



Consultant



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The estimate construction budget for this Project is **R 18 476 315.79** vat inclusive.

Table A – Basic Professional Fees

Table A1 – Basic Professional Fees Summary

Item	Description	Amount Excluding VAT
1.1	Estimated Cost of Construction work	R 16 066 361.56
1.2	Percentage (%) Basic Professional Fees based on item 1.1 (Construction Work) *	%
1.3	Basic Professional Fees (item 1.1 x item 1.2)	R

*The estimated cost of construction work is for tender purposes only. While the tendered percentage on item 1.2 will be binding for the entire period of appointment to the database, the amount of item 1.3 will be adjusted or altered based on the actual construction amount. Percentage (%) fees tendered on item 1.2 should preferably be not less than 9%.

Table A2 -

Please note that all professional fees will claimable as per Table A2.

Item	Project Stage	Fees Breakdown	Amount Excluding VAT
1.4	Stage 1 Services - Inception	5%	R
1.5	Stage 2 Services - Concept and Viability	25%	R
1.6	Stage 3 Services – Design Development	25%	R
1.7	Stage 4 Services – Documentation and Procurement	25%	R
1.8	Stage 5 Services – Contract Administration and Inspection	15%	R
1.9	Stage 6 Services – Close Out	5%	R


Consultant


Witness 1


Witness 2


Employer


Witness 1

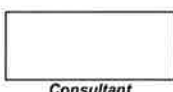

Witness 2

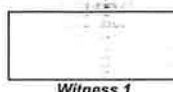
Table B – Fees offered for Construction Monitoring and Safety Agent duties

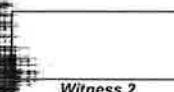
Item	Description	Unit	Quantity	Monthly Rate (Excluding VAT)	Amount (Excluding VAT)
2.1	Level 3: Full time Monitoring Resident Engineer (Minimum 3 year National Diploma Qualification plus minimum 3 years supervised experience in Sanitation pipeline projects)	Month	12	R	R
2.2	Acting as Agent of the employer in terms of OHS Construction Regulations, Occupational Health and Safety Act	Month	12	R	R
Combined Monthly Rate for Construction Monitoring and Supervision as well as OHS & Environmental Responsibilities = (B)					R

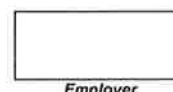
Table C – Recoverable Expenses for additional services based on an estimated Construction Amount

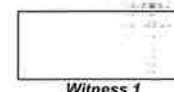
Item	Description	Unit	Quantity	Monthly Rate (Excluding VAT)	Amount (Excluding VAT)
3.1	Land Surveying including the confirmation of the Surveyor General information	1	Lump sum	R	R
3.2	Geotechnical investigations	1	Lump sum	R	R
3.3	Technical Report and Business Plan	1	Lump sum	R	R
3.4	All other disbursements (e.g. printing and duplication, travelling before construction stage, IT etc)	1	Lump sum	R	R
3.5	Environmental specialist services including Water Use Applications required.	1	Lump sum	R	R
Total on Recoverable Expenses for Additional Services (C) VAT Excl					R


Consultant


Witness 1


Witness 2


Employer


Witness 1

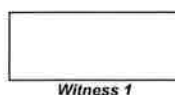

Witness 2

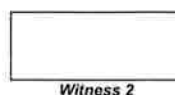
**The use of item 3.5 shall be linked to the actual construction amount and shall only be implemented at the discretion, approval and/or direction of Madibeng Local Municipality.

D. TABLE D: TENDERED PROFESSIONAL FEES

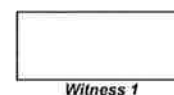
Service	From Table	Tendered Fee
A NORMAL SERVICES		
A Total for Civil Engineering Projects	Table A1	R
B. ADDITIONAL SERVICES		
B Total for Construction monitoring and OHS responsibilities	Table B	R
C. RECOVERABLE EXPENSES AND COSTS		
C Total for Recoverable expenses and costs	Table C	R
SUBTOTAL (A)+(B)+(C)		R
VAT @ 15%		R
TOTAL INCLUDING VAT		R

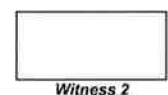

Consultant


Witness 1


Witness 2


Employer


Witness 1


Witness 2

MSUKALIGWA LOCAL MUNICIPALITY



PROJECT NO: 8/3 – 54/2022

**PROJECT DESCRIPTION: APPOINTMENT OF A PROFESSIONAL SERVICE
PROVIDER FOR THE CIVIL ENGINEERING CONSULTANTS FOR
REGISTRATION, DESIGN AND CONSTRUCTION MONITORING FOR THE
CONSTRUCTION OF ERMELO EXT 50 OUTFALL SEWER PIPELINE, AT
RISK**

C4 SPECIFICATIONS AND SPECIAL CONDITIONS

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MSUKALIGWA LOCAL MUNICIPALITY



PROJECT NO: 8/3 -54/2022

Project Description: Appointment Of A Professional Service Provider For The Civil Engineering Consultants For Registration, Design and Construction Monitoring for the Construction of Ermelo Ext 50 Outfall Sewer Pipeline, At Risk

C3 SCOPE OF WORK

All definitions, interpretations and general provisions for the Guideline of Services and Processes for Estimating Fees for Registered Engineering Professionals (Vol. 606, December 2015, No. 39480) are applicable.

The following guidelines are provided to indicate which services would normally be provided and for which the guidelines fees would typically represent reasonable compensation. In agreeing the services and the scope of work to be carried out, the client and consulting engineer should review the services listed and delete or add as applicable and agree the related compensation.

3.1 Planning, Studies, Investigations and Assessments

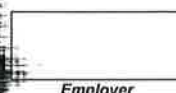
These typical services relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.

- (1) Consultation with the client or client's authorized representative.
- (2) Inspection of the site of the project.
- (3) Developing a scope of work where required.
- (4) Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility and the selection of the most desirable project option.
- (5) Assessments of existing built environment elements with a view to developing operations and maintenance options and strategies, informing capital project options and related scope of work as well as how to refurbish and/or integrate new works with existing works.


Consultant


Witness 1


Witness 2


Employer


Witness 1


Witness 2

(6) Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.

(7) Advise the client as to regulatory and statutory requirements, including environmental screening management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these to be carried out at the client's expense.

(8) Searching for, obtaining, investigating and collating available data, drawings and plans relating to the works.

(9) Investigating financial and economic implications relating to the proposals or feasibility studies.

(10) Clause (9) does not normally apply to civil and structural services on Building Projects, where these services are provided by a Quantity Surveyor, except as far as the interpretation of cost figures in respect of the Engineer's scope of work is concerned. Deliverables will typically include:

- ☐ Collation of information.
- ☐ Reports on options and technical and financial feasibility and related implications.
- ☐ List of consents and approvals.
- ☐ Schedule of required surveys, tests, analyses, site and other investigations.

3.2 Normal Services

The services listed below are applicable to projects where the nature, form and function of the project has been defined through previous investigations and reports and the engineering services are required to take the project through to successful completion of construction. In the case where only a single consulting engineer is appointed on a project the services and deliverables of the principal consultant listed in 3.3.6 are included as normal services. Where the required services extend through to stage 4, 5 and 6, the services of the principal agent defined under paragraph 3.3.8 are also included as normal services and must be agreed between the parties.

Financial Administration Services:

Unless otherwise agreed in writing prior to the commencement of any work, part of the normal services of the consulting engineer on all projects includes the provision of services related to all financial matters such as calculation of quantities, cost estimates, cost control and the procurement process. These services are shown in *italics* in Clauses 3.2.2 to 3.2.6 below. The only exceptions, where financial services do not form part of the normal services of the consulting engineer are in the following cases:

- ☐ Structural and civil engineering services related to building and multi-disciplinary projects, and where such services form part of the quantity surveyor's scope of services. Where the civil and structural consulting engineer is required to give assistance with such services, these shall be treated as an additional service remunerated on a time and cost basis,
- ☐ In the case of building and multi-disciplinary projects where the scope of works forms part of the principal building contract (for example a domestic subcontract) and where such financial administration services form part of the quantity surveyor's scope of services.

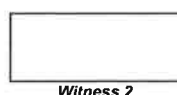
3.2.1 Stage 1 –Inception

(Defined as: Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies)

- (1) Assist in developing a clear project brief.
- (2) Attend project initiation meetings.
- (3) Advise on procurement policy for the project.
- (4) Advise on the rights, constraints, consents and approvals.
- (5) Define the services and scope of work required.
- (6) Conclude the terms of the agreement with the client.

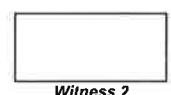

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- (7) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- (8) Determine the availability of data, drawings and plans relating to the project.
- (9) Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- (10) Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- ☐ Agreed services and scope of work.
- ☐ Signed agreement.
- ☐ Report on project, site and functional requirements.
- ☐ Schedule of required surveys, tests, analyses, site and other investigations.
- ☐ Schedule of consents and approvals and related lead times.

3.2.2 Stage 2 – Concept and Viability (also termed Preliminary Design)

(Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project)

- (1) Agree documentation programme with principal consultant and other consultants involved.
- (2) Attend design and consultants' meetings.
- (3) Establish the concept design criteria.
- (4) Prepare initial concept design and related documentation.
- (5) Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- (6) Establish regulatory authorities' requirements and incorporate into the design.
- (7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- (8) Establish access, utilities, services and connections required for the design.
- (9) Coordinate design interfaces with other consultants involved.
- (10) Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- (11) Provide cost estimates and comment on life cycle costs as required.
- (12) Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Typical deliverables will include:

- ☐ Concept design.
- ☐ Schedule of required surveys, tests and other investigations and related reports.
- ☐ Process design.
- ☐ Preliminary design.
- ☐ Cost estimates as required.

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

(Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project)

- (1) Review documentation programme with principal consultant and other consultants involved.
- (2) Attend design and consultants' meetings.
- (3) Incorporate client's and authorities' detailed requirements into the design.
- (4) Incorporate other consultants' designs and requirements into the design.
- (5) Prepare design development drawings including draft technical details and specifications.

Consultant

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- (6) Review and evaluate design and outline specification and exercise cost control.
- (7) Prepare detailed estimates of construction cost.
- (8) Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- (9) Submit the necessary design documentation to local and other authorities for approval.

Typical deliverables will include:

- ☐ Design development drawings.
- ☐ Outline specifications.
- ☐ Local and other authority submission drawings and reports.
- ☐ Detailed estimates of construction costs.

3.2.4 Stage 4 – Documentation and Procurement

(Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.)

- (1) Attend design and consultants' meetings.
- (2) Prepare specifications and preambles for the works.
- (3) Accommodate services design.
- (4) Check cost estimates and adjust designs and documents if necessary to remain within budget.
- (5) Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- (6) Prepare documentation for contractor procurement.
- (7) Review designs, drawings and schedules for compliance with approved budget.
- (8) Call for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
- (9) Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- (10) Evaluate tenders.
- (11) Prepare contract documentation for signature
- (12) Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- (13) Assess samples and products for compliance and design intent.

Typical deliverables will include:

- ☐ Specifications.
- ☐ Services co-ordination.
- ☐ Working drawings.
- ☐ Budget construction cost.
- ☐ Tender documentation.
- ☐ Tender evaluation report.
- ☐ Tender recommendations.
- ☐ Priced contract documentation.

3.2.5 Stage 5 – Contract Administration and Inspection

(Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works)

- (1) Attend site handover.


Consultant


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- (2) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- (3) Carry out contract administration procedures in terms of the contract.
- (4) Prepare schedules of predicted cash flow.
- (5) Prepare pro-active estimates of proposed variations for client decision making.
- (6) Attend regular site, technical and progress meetings.
- (7) Review the Contractor's quality control programme and advise and agree a quality assurance plan.
- (8) Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the works as described in more detail in 3.3.2 for Level1: periodic construction monitoring.
- (9) Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- (10) Adjudicate and resolve financial claims by contractor(s).
- (11) Assist in the resolution of contractual claims by the contractor.
- (12) Establish and maintain a financial control system.
- (13) Clarify details and descriptions during construction as required.
- (14) Prepare valuations for payment certificates to be issued by the principal agent.
- (15) Instruct witness and review all tests and mock ups carried out both on and off site.
- (16) Check and approve contractor drawings for design intent.
- (17) Update and issue drawings register.
- (18) Issue contract instructions as and when required.
- (19) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- (20) Inspect the works and issue practical completion and defects lists.
- (21) Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals

Typical deliverables will include:

- ☐ Schedules of predicted cash flow.
- ☐ Construction documentation.
- ☐ Drawings register.
- ☐ Estimates for proposed variations.
- ☐ Contract instructions.
- ☐ Financial control reports.
- ☐ Valuations for payment certificates.
- ☐ Progressive and draft final account(s)
- ☐ Practical completion and defects list
- ☐ All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities

3.2.6 Stage 6 – Close-Out

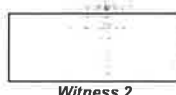
(Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

- (1) Inspect and verify the rectification of defects
- (2) Receive, comment and approve relevant payment valuations and completion certificates
- (3) Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
- (4) Prepare and/or procure as-built drawings and documentation.
- (5) Conclude the final accounts where relevant.

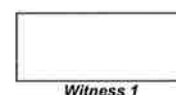
Typical deliverables will include:

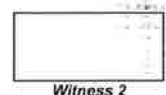

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- ☐ Valuations for payment certificates
- ☐ Works and final completion lists
- ☐ Operations and maintenance manuals, guarantees and warranties.
- ☐ As-built drawings and documentation
- ☐ Final accounts

3.3 Additional Services The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the services and remuneration shall be in writing and should, if possible, be concluded before such services are rendered.

3.3.1 Additional Services pertaining to all Stages of the Project

- (1) All services related to defining the scope of work that are normally paid for on a time and cost basis.
- (2) Enquiries not directly concerned with the works and its subsequent utilisation.
- (3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (4) Making arrangements for way leaves, servitudes or expropriations.
- (5) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (6) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities and Utilities, including the making of such revisions as maybe required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- (7) Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act 29 of 1996).
- (8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
- (9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- (10) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
- (11) Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- (12) Travel/ accommodation and travel time costs related to offsite inspection and testing of materials and plant during manufacture and/or prior to delivery to site.
- (13) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (14) Abnormal additional services by, or costs incurred by the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and on time. For example:
 - ☐ When the works Contract is extended beyond the awarded contract period due to poor contractor performance or any other unforeseen circumstances beyond the control of the consulting engineer, attendance at meetings and related inspections are considered as additional services. Alternatively, the portion of the fee due for the Contract Administration and Inspection Stage is adjusted pro-rata to the extended duration versus the originally expected duration.
 - ☐ Where more frequent inspections are required due to poor contractor performance or other extraneous factors beyond the control of the consulting engineer, these are normally considered to be additional services.
 - ☐ Dealing with excessive, unreasonable and spurious claims by the Contractor.


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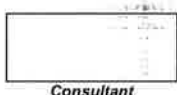

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- (15) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
- (16) Investigating or reporting on tariffs or charges leviable by or to the client.
- (17) Advance ordering or reservation of materials and obtaining licenses and permits.
- (18) Preparing detailed operating, operation and maintenance manuals.
- (19) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorized agents, requiring the consulting engineer to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.
- (20) The frequency and extent of site administration and inspections that are required relative to the norm: The frequency and duration of works inspections will depend on many factors, such as the nature, complexity and duration of the project, site location, project programme, contractor competence, important elements of the works being enclosed or covered etc. The norm is that meetings and inspections should occur at an average frequency of once every 2 weeks with more frequent occurrences during critical stages of the works as described for Level 1 Construction Monitoring in 3.3.2. When the frequency of meetings and inspections exceeds this norm then such additional attendance at meetings and related inspections are considered as additional services,
- (21) Preparing record drawings on designs done by others or related to alterations to existing works.
- (22) Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
- ☐ incorporation of any targeted participation goals and training outcomes,
 - ☐ the measuring of key participation indicators,
 - ☐ the selection, appointment and administration of participation and;
 - ☐ auditing compliance with the above by any contractors and/or professional consultant.
- (23) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.
- (24) Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the client.
- (25) Arranging forward cover for imported goods, materials or services.

3.3.2 Construction Monitoring

- (1) Quality assurance (QA) during construction refers to the engineering activities that are implemented to assure the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met is acceptable.
- (2) This means that the client and consulting engineer should agree a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Disagreement regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliances and related

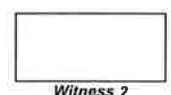

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responsibilities, bearing in mind that the consulting engineer has a duty of care while the client should strive to ensure quality and minimise life-cycle costs.

- (3) The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and should be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.
- (4) The stage 5 construction monitoring services described in 3.2.5 above will normally suffice for simple projects where more regular inspections are not required other than during critical stages of the works with less frequent visits once the portion of the works in which the consulting engineer is involved has largely been completed. However, there are many other situations where more regular construction monitoring is required for quality assurance and certification.
- (5) Aspects that need to be considered when determining the degree to which additional construction monitoring services are required are:
 - (a) The type of work.
 - (b) The discipline of the work (civil, structural, mechanical, electrical etc.).
 - (c) The competency and reputation of the contractor and its related quality control system.
 - (d) The speed with which critical elements of the work are covered.
 - (e) The consequences of non-compliance.
 - (f) Timing and ease of subsequent detection and rectification of non-compliances.

(6) Arising from the above, three levels of construction monitoring may be defined and described, as follows:

(a) Level 1: Periodic Construction Monitoring (Normal Services i.e. no additional services) The consulting engineer's staff shall:

- (i) Visit the works at a frequency of once every two weeks on average over the duration of the works, with additional visits for works completion inspections and inspections for works defects lists.
- (ii) Review random samples of material and work procedures, that will coincide with the normal frequency visits, for conformity to contract documentation, and review random samples of important completed work prior to covering up, or on completion, as appropriate.

(b) Level 2: Part-time Construction Monitoring (Normal Services for building structures and additional services involving part-time staff paid for by the client for other disciplines and projects) The consulting engineer's staff or part time construction monitoring staff shall:

- (i) Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly, according to the demands of the project.

Consultant

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- (ii) Regularly, review samples of materials and work procedures that may require more frequent visits than required for Level 1, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
- (iii) Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

(c) Level 3: Full-time Construction Monitoring (Full time staff seconded to the client for the duration of the works and paid for by the client) The full-time construction monitoring staff shall:

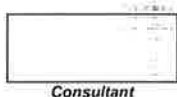
- (i) Maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
- (ii) Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client
- (iii) Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

(7) Most structural engineering work typically requires at least Level 2 monitoring and the costs associated with this level of monitoring are included in the guideline fee for building projects to facilitate agreements. For example, in structural concrete work the correct position of reinforcing steel may need to be witnessed for all elements of the structure prior to pouring concrete. The consulting engineer may also require acceptance testing of the concrete on a regular basis depending on the quality controls instituted by the contractors as part of the quality assurance plan.

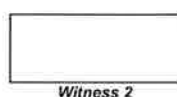
(8) In the case of large civil works where all materials and elements are generally regarded as being critical and are covered on a daily basis, work is monitored on a continuous basis for the duration of the works and Level 3 monitoring usually applies. This level is also applied to the structural works that are included in such projects.

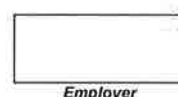
(9) In the case of some mechanical and electrical works related to simple routine projects, such as general educational buildings, primary healthcare and some institutional building projects, Level 1 monitoring is usually sufficient. On projects where a significant portion of the work is rapidly covered, such as projects involving underground services and building projects like secondary healthcare, tourism and leisure, commercial, retail and office buildings with complex electrical and mechanical works, Level 2 or Level 3 construction monitoring is normally required.

(10) Where Level 2 construction monitoring is required as an additional service and the works are located close to the consulting engineer's offices, it may be economical to provide the additional service using the consulting engineer's office staff on a time and cost basis. Where the works are more remote it may be more cost-effective to second full time or part time staff to the project to carry out the necessary inspections. In all instances the consulting engineer will, with prior written approval having been obtained from the client, appoint or make available additional staff for such construction monitoring on site to the extent specifically defined in the agreement.

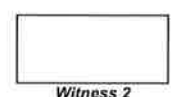

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- (11) In some instances, staff are made available by the client to assist in construction monitoring in which cases these persons should report to and take instructions from the consulting engineer or an authorized representative of the consulting engineer to avoid mixed messages being passed to the Contractor. The client and the consulting engineer should agree on the relevant and appropriate experience of the staff so appointed by the client.

3.3.3 Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

Should the client require the consulting engineer to undertake duties falling under the above Occupational Health and Safety Act and the Construction Regulations in terms thereof, on behalf of the client, the additional services may include the following: (1) The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the above Occupational Health and Safety Act. (2) The consulting engineer must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the above Occupational Health and Safety Act.

3.3.4 Quality Assurance System

Where the client requires that 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 consulting engineer and to be specifically defined and separately agreed in writing prior to commencement thereof.

3.3.5 Lead Consulting Engineer

Should the client require the consulting engineer to assume the leadership of a joint venture, consortium or team of consulting engineers, of the same discipline, prescribed or requested by the client, the additional services may include the following:

- (1) Responsibility for the overall administration of all sections of the services, including those portions of the services, which fall within the ambit of the other consulting engineers.
- (2) Responsibility for the overall co-ordination, programming of design and financial control of all the works included in the services.
- (3) Processing certificates or recommendations for payment of contractors.

3.3.6 Engineering Management Services (Principal Consultant)

Should the client require the consulting engineer to undertake duties of an engineering management nature on behalf of the client, where the project involves multi-disciplinary team(s) the additional services will include the following:

Stage 1: Inception Services

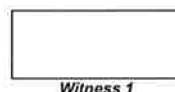
- (1) Facilitate development of a clear project brief.
- (2) Establish the procurement policy for the project.
- (3) Assist the client in the procurement of necessary and appropriate other consultants including the clear definition of their roles and responsibilities.

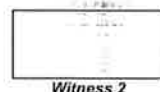

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- (4) Establish, in conjunction with the client, other consultants and all relevant authorities, the site characteristics, rights and constraints for the proper design of the intended project.
- (5) Define the consultant's scope of work and services.
- (6) Conclude the terms of the agreement with the client.
- (7) Facilitate a schedule of the required consents and approvals.
- (8) Prepare, co-ordinate and monitor a project initiation programme.
- (9) Facilitate client approval of all Stage 1 documentation.

Typical deliverables

- ☐ Project brief
- ☐ Agreed scope of work
- ☐ Agreed services
- ☐ Project procurement policy
- ☐ Signed agreements
- ☐ Integrated schedule of consents and approvals
- ☐ Project initiation programme
- ☐ Records of all meetings

Stage 2: Concept and Viability Services

- (1) Assist the client in procurement of the other consultants.
- (2) Advise the client on the requirement to appoint a health and safety consultant.
- (3) Communicate the project brief to the other consultants and monitor the development of the concept and viability.
- (4) Agree format and procedures for cost control and reporting by the other consultants.
- (5) Prepare a documentation programme and indicative construction programme.
- (6) Manage and integrate the concept and viability documentation for presentation to the client for approval.
- (7) Facilitate approval of the concept and viability by the client.
- (8) Facilitate approval of the concept and viability by statutory authorities.

Typical deliverables

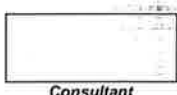
- ☐ Signed consultant/client agreements
- ☐ Indicative documentation programme and construction programme
- ☐ Approval by the client to proceed to Stage 3

Stage 3: Design Development Services

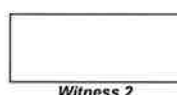
- (1) Agree and implement communication processes and procedures for the design development of the project.
- (2) Assist the client in the procurement of the necessary other consultants including the clear definition of their roles and responsibilities.
- (3) Prepare, co-ordinate, agree and monitor a detailed design and documentation programmes.

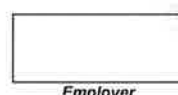
Stage 4: Documentation and Procurement Services

- (1) Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the client and the other consultants.
- (2) Prepare and agree the procurement programme.

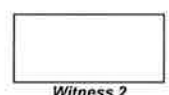

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- (3) Advise the client, in conjunction with the other consultants, on the appropriate insurances.
- (4) Co-ordinate and monitor preparation of procurement documentation by the other consultants in accordance with the project procurement programme.
- (5) Manage procurement process and recommend contractors for approval by the client.
- (6) Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works.
- (7) Co-ordinate and assemble the contract documentation for signature.

Typical deliverables

- ☐ Procurement programme
- ☐ Tender/contract conditions
- ☐ Records of all meetings
- ☐ Obtain approval by the client of tender recommendation(s) ☐ Contract documentation for signature

Stage 5: Contract Administration Services

- (1) Arrange site handover to the contractor.
- (2) Establish construction documentation issue process.
- (3) Agree and monitor issue and distribution of construction documentation.
- (4) Instruct the contractor on behalf of the client to appoint subcontractors.
- (5) Conduct and record regular site meetings.
- (6) Monitor, review and approve the preparation of the construction programme by the contractor.
- (7) Regularly monitor performance of the contractor against the construction programme.
- (8) Adjudicate entitlements that arise from changes required to the construction programme.
- (9) Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s).
- (10) Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors.
- (11) Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant.
- (12) Monitor preparation of the environmental management plan by the environmental consultant.
- (13) Establish procedures for monitoring scope and cost variations.
- (14) Monitor, review, approve and issue certificates.
- (15) Receive, review and adjudicate any contractual claims.
- (16) Monitor preparation of financial control reports by the other consultants.
- (17) Prepare and submit progress reports.
- (18) Coordinate, monitor and issue practical completion and defects lists and the certificate of practical completion.
- (19) Facilitate and expedite receipt of the occupation certificate where relevant.

Typical deliverables

- ☐ Signed contracts
- ☐ Approved construction programme
- ☐ Construction documentation
- ☐ Payment certificates
- ☐ Progress reports
- ☐ Record of meetings
- ☐ Certificate(s) of practical completion and defects lists

Stage 6: Close Out Services

- (1) Co-ordinate and monitor rectification of defects.
- (2) Manage procurement of operations and maintenance manuals, guarantees and warranties.


Consultant


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- (3) Manage preparation of as-built drawings and documentation.
- (4) Manage procurement of outstanding statutory certificates.
- (5) Monitor, review and issue payment certificates.
- (6) Issue completion certificates.
- (7) Manage agreement of final account(s).
- (8) Prepare and present the project close-out report.

Typical deliverables

- ☐ Completion certificates
- ☐ Record of necessary meetings
- ☐ Project close-out report

3.3.7 Mediation, Arbitration and Litigation proceedings and similar Services

Where the client requires the consulting engineer to, on his behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the client and the consulting engineer:

- 1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
- 2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings such as Contractor disputes.
- 3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.

3.3.8 Principal Agent of the Client

When a consulting engineer is, in addition to his normal functions as consulting engineer, appointed as the principal agent of the client on a building or multi-disciplinary project for the purposes of procurement and construction on a project, the consulting engineer will also be responsible for the following:

Stage 3: Design Development Services

- (1) Prepare, co-ordinate, agree and monitor a detailed design and documentation programme

Typical deliverables

- ☐ Detailed design and documentation programme

Stage 4: Documentation and Procurement Services

- (1) Recommend and agree procurement strategy for contractors, subcontractors and suppliers with the client and the other consultants
- (2) Prepare and agree the procurement programme
- (3) Advise the client, in conjunction with the other consultants on the appropriate insurances
- (4) Manage procurement processes and recommend contractors for approval by the client
- (5) Agree the format and procedures for monitoring and control by the quantity surveyor of the cost of the works
- (6) Co-ordinate and assemble the contract documentation for signature

Typical deliverables

- ☐ Procurement programme
- ☐ Tender/contract conditions
- ☐ Contract documentation for signature

Stage 5: Construction Administration Services

- (1) Arrange site handover to the contractor

Consultant	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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- (2) Establish construction documentation issue process
- (3) Agree and monitor issue and distribution of construction documentation
- (4) Instruct the contractor on behalf of the client to appoint subcontractors
- (5) Conduct and record regular site meetings
- (6) Review, approve and monitor the preparation of the construction programme by the contractor
- (7) Regularly monitor performance of the contractor against the construction programme
- (8) Adjudicate entitlements that arise from changes required to the construction programme
- (9) Receive, co-ordinate and monitor approval of all contract documentation provided by contractor(s)
- (10) Agree quality assurance procedures and monitor implementation thereof by the other consultants and the contractors
- (11) Monitor preparation and auditing of the contractor's health and safety plan and approval thereof by the health and safety consultant
- (12) Monitor preparation of the environmental management plan by the environmental consultant
- (13) Establish procedures for monitoring scope and cost variations
- (14) Monitor, review, approve and issue certificates
- (15) Receive, review and adjudicate any contractual claims
- (16) Monitor preparation of financial control reports by the other consultants
- (17) Prepare and submit progress reports
- (18) Co-ordinate, monitor and issue practical completion lists and the certificate of practical completion

Typical deliverables

- ☐ Signed contracts
- ☐ Approved construction programme
- ☐ Construction documentation
- ☐ Payment certificates
- ☐ Progress reports
- ☐ Record of meetings
- ☐ Certificate(s) of practical completion and coordination of defects list
- ☐ Facilitate and expedite receipt of occupation certificates

Stage 6: Close Out Services

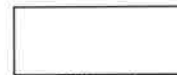
- (1) Co-ordinate and monitor rectification of defects
 - (2) Manage procurement of operations and maintenance manuals, warranties guarantees and
 - (3) Manage preparation of record drawings and documentation
 - (4) Manage procurement of outstanding statutory certificates
 - (5) Monitor, review and issue payment certificates
 - (6) Issue completion certificates
 - (7) Manage agreement of final account(s)
 - (8) Prepare and present the project close-out report
- Typical deliverables
- ☐ Completion certificates
 - ☐ Record of necessary meetings
 - ☐ Project close-out report are of an acceptable design and construction.

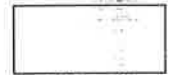

Consultant


Witness 1


Witness 2


Employer


Witness 1


Witness 2