



UMLALAZI MUNICIPALITY

TENDER NO: KZN ULM 07/24/25

TENDER DOCUMENT FOR:

APPOINTMENT AT RISK – PANEL OF CONSULTANTS TO SOURCE FUNDING AND IMPLEMENTATION OF INFRASTRUCTURE PROJECTS ON A TURNKEY BASIS FOR A PERIOD OF 36 MONTHS

CLOSING DATE: 21 NOVEMBER 2024 AT 12:00

COMPILED BY: Planning and Economic Development P O BOX 37 Butcher Street, 3815	SCM OFFICES ADDRESS KV Challenor Street (Industrial Areas) ESHOWE, 3815
Technical Related Queries Contact Person: Mr Ngubane Tel N ^o : +27 35 473 3300 (Ext – 3390) Email: MthokozisN@umlalazi.gov.za	SCM Related Queries Contact Person: Sanele Duma Tel N ^o : +27 35 473 3300 (Ext - 3457) Email: saneled@umlalazi.gov.za

SERVICE PROVIDER'S DETAILS:

NAME OF SERVICE PROVIDER	
CONTACT PERSON	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	

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1. NOTICE



UMLALAZI MUNICIPALITY

Notice No. KZN ULM 13/24/25

INVITATION FOR THE SUBMISSION OF TENDERS

Tenderers are hereby invited in terms of Section 112 of the Local Government: Municipal Finance Management Act 56 of 2003 read with uMlalazi Supply Chain Management Policy to undertake the following:-

TENDER DESCRIPTION	TENDER NUMBER	COMPULSORY BRIEFING SESSION DETAILS	CLOSING DATE AND TIME	FUNCTIONALITY
Appointment at Risk – Panel of Consultants to Source Funding And Implementation of Infrastructure Projects on a Turnkey Basis for a Period of 36 Months	KZN ULM 07/24/25	06 November 2024 at 11 KV Challenor Street, Eshowe at 10h00	21 November 2024 at 11 KV Challenor Street, Eshowe at 12h00	• Bidders previous experience = 10 • Project Leader = 30 • Professional project manager=20 • Methodology = 20 • Organization, Logistics and support resources = 20

Sealed tenders endorsed **tender number and description** must reach the Municipal Manager, uMlalazi Municipality, and must be hand delivered and placed in the Tender Box at the Municipal Buildings, KV Challenor Street, Eshowe by no later than 12h00 on the above stipulated dates.

This tender will be evaluated based on returnable documents and functionality. The Specific Goals will be applicable at project implementation stage in terms of Preferential Procurement Regulations, 2022.

Registration on the Councils Database is preferred prior to the submission and closing of the tender. It is the responsibility of the Tenderer to ensure that the Data Base registration documents are received by the Supply Chain Management Office. Further information in this regard can be obtained from the Supply Chain Management Unit on 035 – 473 3300 ext. 3445. Tenderers are requested to register on Central Supplier Database (CSD)

Interested bidders must request tender documents on the following email address: MthokozisiN@umlalazi.gov.za/ NoxoloN@umlalazi.gov.za. Tender documents will be available up to 05 November 2024 and no tender document will be issued on the day or after the briefing session.

Compulsory briefing session: Prospective tenderers must ensure that they are present at the briefing session at the stipulated time. Only 15 minutes lenience will be permitted where after further participation will be prohibited.

Late tenders, telegraphic or facsimiled tenders will **NOT** be accepted. Canvassing in the gift of Municipality is strictly prohibited and will lead to disqualification of tenders. Umlalazi Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole/ part of the bid. For further information or clarities contact **Mr. Mthokozisi Ngubane** on **035 473 3390** during normal office hours.

MR. N.N. SHANDU
MUNICIPAL MANAGER
Display date: 17 October 2024

Definitions

The following terms shall be interpreted as indicated:

- (i) “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
- (ii) “**Contract**” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (iii) “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- (iv) “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (v) “**Countervailing duties**” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (vi) “**Country of origin**” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (vii) “**Day**” means calendar day.
- (viii) “**Delivery**” means delivery in compliance of the conditions of the contract or order.
- (ix) “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
- (x) “**Delivery** into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (xi) “**Dumping**” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (xii) “**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable, events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (xiii) “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- (xiv) “**GCC**” means the General Conditions of Contract.

- (xv) “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (xvi) “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (xvii) “**Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- (xviii) “**Project site**,” where applicable, means the place indicated in bidding documents.
- (xix) “**Municipality or Client**” means the organization purchasing the goods and services.
- (xx) “**Republic**” means the Republic of South Africa.
- (xxi) “**SCC**” means the Special Conditions of Contract.
- (xxii) “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- (xxiii) “**Written**” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. INSTRUCTIONS AND CONDITIONS OF TENDER

2.1 RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed “**APPOINTMENT AT RISK – PANEL OF CONSULTANTS TO SOURCE FUNDING AND IMPLEMENTATION OF INFRASTRUCTURE PROJECTS ON A TURNKEY BASIS FOR A PERIOD OF 36 MONTHS**” must reach the Municipal Manager, uMlalazi Municipality, by hand and placed in the Tender Box at the SCM offices, KV Challenor road (industrial Area), by no later than 12:00 pm on the date as per advert where they will be opened in public. NB: Late tenders, telegraphic or facsimile tenders will not be considered.

2.2 COMPLETION OF TENDER DOCUMENT

- Tender document must duly completed in very manner
- Forms in this tender document must be completed and signed.
- All pages allocated signing spaces must be signed
- Tenderers will make provision for all machinery, labour, material, equipment and all non-incidentals needed for the execution and completion of the project in accordance with the tender documents.

2.3 AUTHORITY FOR SIGNING

Authority to sign the documents on behalf of the tenderer must be submitted with the tender and remain in force unless replacement submission is made and accepted by the municipality.

2.4 ACCEPTANCE OF TENDERS

- a. The Bidder or a competent authorised representative of the Professional Service Provider who submitted the tender has attended the compulsory briefing meeting (if applicable to this tender).
- b. The tender offer is signed by a person authorised to sign on behalf of the Bidder.
- c. A Bidder who submitted a tender as a Joint Venture must include an **acceptable Joint Venture Agreement in this bid.**
- d. Acceptance of the tender will not guarantee that the programme, methods and other details will be approved. Municipality may consider reviewing such prior entering into a contract agreement.
- e. The Municipality does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
- f. The uMlalazi Municipality will not be held responsible for any cost incurred for submitting this tender.
- g. Failure to comply with the foregoing instructions may lead to the tender not being considered.
- h. When the bid is accepted, the successful tenderer will be informed and the contract negotiated indicating the financial implications and terms of service will be entered into.
- i. **In terms of Section 38 of the Supply Chain Management Policy the Municipality reserves the right to reject any Bid:**

- (i) If any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
 - (ii) Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Service Provider that performance was unsatisfactory.
- j. Canvassing in gift of Municipality is strictly prohibited and will lead to disqualification of the Proposal
 - k. Registration on the Councils Database will be compulsory for the successful bidder. This will only be required after final award of the tender.

2.5 LIST OF COMPULSORY RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER

Item	Description	Remark
A.	Proof of attendance to Compulsory Briefing session	Compulsory
B.	Valid tax clearance certificate (original) valid as at date of tender closing	Compulsory
C.	Company / CC /Trust / Partnership / Registration certificates and Certified copies of identity document of Directors / Owners / Members / Shareholders, Joint Venture Agreement and Power of Attorney in case of Joint Ventures	Compulsory
D.	Proof of registration with CSD	Compulsory
E.	Rates Clearance Certificate	Compulsory
F.	Proof of Workman's Compensation Registration	Compulsory
G.	Proof of professional indemnity insurance	Compulsory
H.	Preferential Procurement Points claim from in terms of the preferential procurement regulations 2022	Compulsory
I.	Declaration of interest	Compulsory
J.	Declaration of Bidders past Supply Chain Management practices	Compulsory
K.	Certificate of Independent Bid Determination	Compulsory
L.	Certificate of authority to sign documents	Compulsory
M.	Record of addenda to tender document	Compulsory
N.	Amendments or qualifications by the tenderer if applicable	Compulsory

2.6 EVALUATION METHOD

- a) Eligibility to tender only if it applies and specified in the bid.
- b) Compulsory returnable documents.
- c) Functionality

2.7 VALIDITY PERIOD

The tender undertakes that bid will be valid for a period of **120 (Hundred and twenty)** days and that the Tenderer will not retract or change the tender during the period that the uMlalazi Municipality is scrutinizing the acceptance thereof.

2.8 COMPETENCE OF KEY PERSONNEL AND QUALITY

- 2.8.1** To carry out and complete work the Professional Service Provider shall employ only such person as are careful competent and efficient in their various professions. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “ no substitution without municipality’s written approval will be allowed”
- 2.8.2** Appointed bidder will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender, this shall be included boldly in the service level agreement.

2.9 LOCATION AND GEOGRAPHICAL SIZE OF THE MUNICIPALITY

The administrative center of uMlalazi Local Municipality (KZN284) (Eshowe) is situated along the north eastern coast of Kwa Zulu Natal, 140km north east of Durban. Umlalazi municipality is located within King Cetshwayo District. Geographically, the municipal area covers 2 217km² and consist of 28 electoral wards with dominance of rural wards, and there are 14 tribal authority areas of which AmaKhosi are custodians thereof on behalf of the Ingonyama Trust Board.

2.10 INSPECTION

The successful tenderer must be acquainted with uMlalazi Municipality area. The service provider must make his own arrangements to familiarize themselves with area of work

2.11 CRITERIA FOR ALLOCATION OF PROJECTS

- 2.11.1** Projects will be allocated based on the successful sourcing of funding for a particular project.
- 2.11.2** Service Provider will be required to select from the list of municipal infrastructure projects.
- 2.11.3** During the panel period certain returnable documents will be requested as needed to verify validly or compliance.
- 2.11.4** Project specific functionality will be determined based on complexity of project, project size, required capacity and any other legislative requirements.
- 2.11.5** Project specification and implementation must be approved by the municipality.
- 2.11.6** The municipality will accept proposed professional fees based on the applicable prescribed regulatory body e.g. Engineering Council of South Africa (ECSA) and other regulatory bodies in relation to provision of required consultancy services
- 2.11.7** The negotiated offer must be accepted in writing by the Municipality and be clearly outlined in the Service Level Agreement specific to the project.

2.12 PRICING INSTRUCTION FOR ALLOCATED PROJECT

- 2.12.1** The construction project costs, must be based on market rates, fully justified by the Consultant and must be approved by the Client.
- 2.12.2** Consultancy fees shall be subjected to negotiation, not exceeding the applicable rates as per Engineering Council of South Africa (ECSA) and other Regulatory Bodies. Should

consensus not reached on negotiations, municipality reserves a right to move to the next service provider.

2.12.3 Professional fees to must be inclusive of skill transfer as applicable to this tender.

2.12.4 The fees shall be paid in line with the Engineering Council of South Africa (ECSA) and other Regulatory Bodies guidelines breakdown in terms of percentage of project phases.

2.12.5 **The offer will be all inclusive** of disbursement or and additional services that will be determined on each project to be allocated. ***No additional services or disbursement will be paid.***

2.12.6 It is the responsibility of the Consultant to establish triggered additional services that are stated in the pricing schedule or form of offer prior submitting the bid. **This includes Environmental Impact Assessment (EIA) and Water Use License Authorization (WULA).**

2.12.7 All prices quoted shall be inclusive of Value Added Tax (VAT) if the service provider is registered as vat vendor.

2.12.8 Prices quoted must include complete delivery of services including level of construction monitoring stated in specification.

2.12.9 Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.

2.13 PAYMENT INSTRUCTION:-

2.13.1 The municipality will not be liable for any costs incurred in the process of sourcing funding including resources used.

2.13.2 No payment will be made if such work fall outside the ambit of the contract and approved **Contract Price**, all variation orders must be approved in writing by a person authorized to do so.

2.13.3 The disbursement fees shall be paid in terms of the form of offer and written approval shall be obtained from the client before any additional services is rendered by the consultant.

2.13.4 Payment will be made by the municipality to the Service Provider upon delivery of service, which payment will be made via electronic transfer of funds to the Contractor's financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents specified in this contract.

2.13.5 The Service Provider is obliged to submit the invoice together with all supporting documents required by Project Manager including deliverables.

2.13.6 Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.

- 2.13.7 In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
- 2.13.8 In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only the portion in dispute shall be withheld from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 2.13.9 The Service Provider shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract

2.14 PENALTIES

- 2.14.1 If within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, an amount of **set based on the project type** of the delay until actual delivery or performance. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.
- 2.14.2 Failure to deliver the goods or service within the period(s) specified in the contract as a result of an event of force majeure, the service provider must report in writing with evidence required and Municipality shall assess the submission on its discretion.
- 2.14.3 Notwithstanding the provisions of **penalties and termination clauses**, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure

2.15 AMENDMENTS UPWARD OF TENDERED PRICE

- 2.15.1 Tenders must further note and accept that any variance upward of the prices tendered will not be considered by Municipality as a reason to amend the said tendered price.
- 2.15.2 Any attempts to invoke an increase in tendered price will render the tender invalid and it will be discarded.

2.16 COST OF TENDER

The Municipality does not hold itself liable for any or all of the costs involved by the tender in compiling a tender. Should a tender withdraw an offer after being given written acceptance thereof all costs of re-advertising will be for that tenderer's account.

2.17 ALTERNATIVE

Should a tenderer wish to submit an alternative, he may do so subject to the tender being submitted additional to and based on the specifications as listed in the tender document. Any letter or documents describing such alternative must be in duplicate.

2.18 MANDATORY OBJECTION PERIOD

All administrative actions and decisions taken by the Municipality through its officials may become subject to an appeal process. As such, in terms of Section 62 of the Municipal Systems Act 32 of 2000, a period of fourteen (14) days will be set aside to allow for the submission of appeals against the award / process of making the award to a particular bidder by any interested party. Except in scenarios where the decision of a duly appointed appeal panel sets aside the appointment of the successful bidder as the service provider for this contract, the appointment will then be confirmed by the municipality in writing.

2.19 OTHER GENERAL TERMS AND CONDITIONS OF THIS BID

- a) Awarding of contract will be subject to the Service Provider's acceptance of offer in writing.
- b) Project personnel requirements will be confirmed during project initiation and shall remain unchanged for the duration of the project, unless prior written consent has been granted by the Municipality.
- c) All secretarial services such as arranging meetings, setting of agenda's and minute taking shall be the responsibility of the Service Provider.
- d) No material or information derived from the provision of the services under the contract may be used for any other purposes except for those of the uMlalazi Local Municipality except where duly authorized to do so in writing by the uMlalazi Local Municipality.
- e) The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of uMlalazi Local Municipality.

2.20 CONTRACT AGREEMENT/SERVICE LEVEL AGREEMENT

- a) The successful Service Provider shall sign a Service Level Agreement/ Contract with the Municipality.
- b) Project specific Service Level Agreement or memorandum of agreement must be finalized after successful sourcing of funding.

3. SPECIFICATIONS OF TENDERS

3.1 BACKGROUND

The Municipality has a lot of planned projects which have not been funded due to limited revenue streams. There is a great need for the Municipality to source external funding as part of implementation of revenue enhancement strategy. For the Municipality to have access to those funds either from various Government Departments or other sources of funding, the business plan for each project that the Municipality intends to implement must be developed. Those proposed projects will address some of the challenges that the municipality is experiencing and the community needs. The municipality is initiating a process to appoint Panel consultants for proposals to source funding and implement municipal approved projects on a turnkey basis.

3.2 CONTRACT DURATION.

Unless terminated under one of the other clauses of contract, the appointment of a Professional Service Provider shall be valid for a maximum period of 36 Months from the date of appointment

3.3 PROJECTS

The projects include but not limited to the following:

- a. Construction of Eshowe Vehicle Licensing and Driving License Testing Centre.
- b. Urban roads infrastructure development and refurbishment.
- c. Upgrade of Stormwater drainage infrastructure.
- d. Small town rehabilitation projects
- e. Rejuvenation of Fort Nonqayi Museum.
- f. Development of tourism information office and gate way signage.
- g. Rehabilitation and upgrade of tourism sites
- h. Informal traders' facilities and street furniture.
- i. Develop and operate Parking Meters.
- j. Disaster Management Centre.
- k. Vehicle impounding facility and other urban regenerating related projects.
- l. Rutledge Park middle income housing development.
- m. Construction of Gingindlovu waste transfer station

3.4 SOURCING OF FUNDING

- 3.4.1. The municipality will not be liable for any costs incurred in the process of sourcing funding including resources used.
- 3.4.2. Funds received must be directly managed by the municipality, unless agreed otherwise in writing.

3.5 SCOPE OF THE PROJECT

The scope of work is, but not limited to:

- 3.5.1. Research and identify potential funders.

- 3.5.2. Preparation of Business Plan to source funding and obtain approval from municipality prior submitting funding application.
- 3.5.3. Submit funding application to potential funders on behalf of the municipality.
- 3.5.4. Implementation of projects on Turnkey basis which includes the following:
- a) Develop scope of work and project specifications.
 - b) Detailed design
 - c) Contract documentation
 - d) Contract administration and supervision
 - e) Management and reporting on the project
 - f) Closeout report

3.5.5. KEY OUTPUTS AND DELIVERABLES

- a) Inception
- b) Concept and Viability (also termed Preliminary Design)
- c) Design Development (also termed Detail Design)
- d) Construction work and contract administration, inspection and site supervision
- e) Close-out

3.5.6. TIME FRAMES FOR PROJECT MILE STONE

Key mile stone	Time Frame
Preliminary Design	Will be determined on each project specifications
Final design	
Tendering stage documentation	
Contract Administration	
Construction work	
Close Out report	

3.6 OBLIGATIONS /DUTIES OF SERVICE PROVIDER

- 3.6.1. The Consultant must obtain approved written mandate from the municipality to submit any application to any identified potential funder.
- 3.6.2. The consultants must obtain approval from the municipality for each of the project implementation stages in sequence order from preparation of project business plan for funding application.
- 3.6.3. Provide, perform and complete the services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of this agreement and take responsibility in terms professional practices.

- 3.6.4. To maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender which shall form part of **annexures** on the contract agreement.
- 3.6.5. Appointed contractor must be approved by the Municipality, proposed contractor must not be unreasonable disapproved by municipality.
- 3.6.6. To adhere to the set project time frame as specified in the project requirements.
- 3.6.7. Project specific memorandum of agreement/Service Level agreement/ Contract must be entered in to, as proposed by the Municipality.

3.6.8. The quality of construction work :

- (i) Construction work must be carried out by suitable qualified contractors holding appropriate grading as prescribed by **Construction Industry and Development board (CIDB)** and any other accredited built environment institutions with legislated mandate.
- (ii) The service standard and quality for each project will be determined by the municipality.
- (iii) The quality of construction materials and specifications proposed will be subject to approval by the municipality.

3.7 TRANSFER OF SKILLS

- 3.7.1. Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred to are limited to **number of officials** nominated by employer on the commencement meeting.
- 3.7.2. Successful Consultant to submit proposed skills transfer strategy on the project as requirement of this tender.
- 3.7.3. This schedules shall be read together with skill transfer clause of this contract. The uMlalazi Municipality is striving to capacitate its technical personnel to enable them to register as professionals with the Engineering Council of South Africa (ECSA) and other professional statutory bodies through providing them with practical design experience which has been considered as lacking part during skills audit undertaking by municipality.
- 3.7.4. The consultant must ensure that skills are transferred during execution of the project and Skill transfer shall be offered within the tendered price.

3.7.5. Skills transfer aspects:

- (i) Planning and studies: gathering of all information and data analysis.
- (ii) Preliminary designs and design development: ensure participation in data application, design calculations, understanding of design standards and preparation of drawings.

- (iii) Procurement / Tendering stage – Participate in preparation of tender document and understanding of all applicable standards and specification including preparation of bill of quantities.
- (iv) Contract administrations

3.7.6. The following conditions also apply:

- (i) Failure to transfer skills shall constitute breach of this contract.
- (ii) Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.
- (iii) Editable version documents will be produced and left with the municipality for future use.
- (iv) Only professional registered person be used to transfer skills.
- (v) Prior arrangements be made municipality nominated personnel to ensure his/her availability.

3.8 MONITORING, REPORTING REQUIREMENTS AND PERFORMANCE MANAGEMENT

3.8.1. Monitoring, reporting requirements and performance includes but not limited to:

- (i) Submit, written reports on the project progress as per the agreed reporting requirements.
- (ii) The service provider should be available to present progress reports during the contract.

3.8.2. Format of communication - All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail). All plans and contract documents submitted for approval shall be in hardcopy format.

3.8.3. MANAGEMENT MEETINGS

- (i) To be able to manage the contract, the Employer and Consultants will have various meetings, to proactively and jointly manage and minimise adverse risks to the project. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- (ii) Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Every two weeks	To be confirmed	<i>Employer's Agent, Consultant</i>

Overall contract progress and feedback	Monthly	To be confirmed	<i>Employer's Agent, Consultant</i>
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- (iii) Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.
- (iv) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.8.4. **Time frames for deliverables and penalties** will be based on the approved programme as form part of the annexures.

3.8.5. **Consultant's key persons**

The Service Provider shall at all times maintain the involvement of the key personnel as the exigencies of this contract require.

The service provider must supply key staff throughout the duration of the contract:

3.8.5.1. **Project Leader:**

Project Leader will ultimately be responsible for all works undertaken on this contract and as such shall at a minimum be expected to do the following:

- (i) be the primary contact person at the service provider and shall compile, receive and respond to all contractual communications between the service provider and the Employer.
- (ii) review, approve and sign all reports and drawings being submitted
- (iii) attend all start-up meetings, site inspections and design discussion meetings.
- (iv) attend all Supply Chain meetings as described in Stage 4.
- (v) attend all site clarification meetings

3.8.5.2. **Project Designer:**

The project designer shall be the technical expert for this appointment and as such shall at a minimum be expected to do the following:

- (i) Attend all start-up meetings, site inspections and design discussion meetings
- (ii) Carry out all detailed visual assessments.
- (iii) Inspect trial pits and trial trenches on site during investigations.
- (iv) Attend Supply chain meetings as described in Stage 4.
- (v) Attend Site clarification Meetings.
- (vi) Advise on technical issues during construction contracts.

4. FORM OF ACCEPTANCE

Contract No: KZN ULM 07/24/25

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderers Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract data. Acceptance of the Tender'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.

Signature : _____ **DATE:** _____

Name (in capitals) : MR NN SHANDU

Capacity : MUNICIPAL MANAGER

Name of Employer : uMLALAZI MUNICIPALITY

Address : P.O BOX 37
ESHOWE
3815

Witness Signature : _____

Name (in capitals) : _____

Date : _____

5. FORMS TO BE COMPLETED BY THE TENDERER

COMPULSORY DOCUMENTATION

A. CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION

Tender No KZN UML 07/24/25

PANEL CONSULTANTS FOR PROPOSALS TO SOURCE FUNDING AND IMPLEMENT MUNICIPAL APPROVED PROJECTS ON A TURNKEY BASIS FOR A PERIOD OF 36 MONTHS

(Please print)

It is hereby CERTIFIED that I,
(name)

in my capacity asand a duly
authorized

representative of (the TENDERER)

of (address).....

in the company of(the Municipality)

attended the official briefing session on(date)

for and on behalf of the above-named Tenderer.

I hereby further DECLARE that I am satisfied with the description of the Works and the explanations given by the above-named Engineer or Municipal official.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity:Date and Time:

Municipality Date Stamp

B. TAX CLEARANCE

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement, bidders are required to complete in full, the attached form TCC 001. 'Application for Tax Clearance Certificate' and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with 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 will not be acceptable.
4. In bids where Consortia/Joint Ventures/ Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" forms are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

SIGNED ON BEHALF OF TENDERER:

C. COMPANY / CC / PARTNERSHIP / JV / SP REGISTRATION CERTIFICATES & ID DOCUMENTS OF ALL DIRECTORS

[NOTE: Registration Certificates for Companies, Close Corporations and Partnerships, or JV Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors must be attached here. Tenderers must include certified ID copies of all directors, members and partners]

In addition to the above, the tenderer must insert here certified copy of identity documents of all directors

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

D. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

NOTE: attach full summary of CSD report

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

E. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

In terms of Clause 38 of the Supply Chain Management Policy the uMlalazi Municipality reserves the right to reject any tender if any municipal rates and tariffs or municipal service charges owed by that tenderer or any of its directors to the municipality or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

Tenderers are required to submit proof of payment of municipal rates and tariffs for the municipality in which the business is situated/ located.

This serves to confirm that my **company's municipal rates and taxes are paid up to date and the following is attached:**

1. An copy of the most recent municipal statement not older than 3 months, indicating the status of payment of all municipal accounts and taxes, electricity, water, refuse, rates and levies, from the Municipality in which jurisdiction it's business is situated or;
2. In the case where the tenderer does not own property/is a tenant for the purpose of its business establishment, the tenderer to provide copy of lease agreement and a recent statement from its landlord certifying that all the tenants payments in respect of all municipal accounts and taxes i.e. electricity, water, refuse, rates and levies are paid up to date or;
3. In a case where the Service Provider cannot supply any of the above. The person would have to obtain a Rate Clearance Certificate from the Municipality that the person resides in. Service Provider would need a certified copy of the ID of all Directors and a certified copy of the company's CK Tendering, to obtain a certificate ; or
4. Tenders who are **not** registered with any municipality for the payment of rates and services due to their location may submit proof of residence / business address certified by a Municipal Councillor, but only if the residence is the same address as the business address; and

Attach proof to this page in terms of the above

SIGNED ON BEHALF OF TENDERER:

F. VALID WORKMEN'S COMPENSATION

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER:

G. PROOF OF VALID PROFESSIONAL INDEMNITY INSURANCE

ATTACH PROOF TO THIS PAGE

SIGNED ON BEHALF OF TENDERER :

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

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

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

The specific goals will be applied in in terms of section 2(1)(a)(i) of the municipal supply chain policy to advance targeted groups as follows:

- Youth
- Women
- People living with disabilities
- Local businesses & SMME's

5.2.1 SUMMARY TABLE FOR CALCULATION OF PRERERENTIAL POINTS FOR SPECIFIC GOALS				
			<R50 Million	>R50 Million
NO.	Categories	Weight	80 20	90 10
1	Ownership Goals	50%	10	5
2	Empowerment Goals	20%	4	2
3	Reconstruction & Development Programme Goals	20%	4	2
4	Other Goals (Specify)	10%	2	1
		100%	20	10

5.2.2 SPECIFIC GOAL NO.1-OWNERSHIP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Ownership Categories :				
1	EME and QSE				

	1. an EME or QSE which is at least 100% owned by black people;	100%	10	5	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	60%	6	3	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	20%	2	1	Sworn Affidavit - QSE/EME General
2	Broad Based Black Economic Empowerment :				
	BBBEE Level 1	100%	10	5	BBBEE Certificate
	BBBEE Level 2	60%	6	3	BBBEE Certificate
	BBBEE Level 3 & Below	20%	2	1	BBBEE Certificate
3	Ownership %				
a)	Women Ownership(*Must be South African)				
	ownership - 100% : Black (Youth , Women , Disabled People ,Military Veterans)	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - > 51% : Black (Youth , Women , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - 25% - 50% : Black (Youth , Women , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	ownership - 100% : White (Youth , Women , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate
b)	Men Ownership(*Must be South African)				
	Men ownership - 100% : Black (Youth , Men , Disabled People ,Military Veterans)	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - > 51% : Black (Youth , Men , Disabled People ,Military Veterans)	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Men ownership - 25% - 50% : Black (Youth , Men , Disabled People ,Military Veterans)	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate
4	Youth Development : (Below 35 Years)				
	Youth ownership - 100% : Black	100%	10	5	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - > 51% : Black	80%	8	4	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 25% - 50% : Black	40%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	Youth ownership - 100% : White	20%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.3 SPECIFIC GOAL NO.2 –EMPOWERMENT CATEGORY

#	Specific Goal(s)	Weight	80 20	90 10	Verification
	Sub-Contracting :				
1	EME and QSE				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
2	Local Economic Development Sub-Contracting (10%-30%) and 40 % where it is technically possible and subject to pre-approval.				
	1. Enterprise 100% owned by Youth	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate

	1. Enterprise 100% owned by Disabled People	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	1. Enterprise 100% owned by Women	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	2. Enterprise owned by Black People with CIDB Grading 4 or Less	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise 100% owned by Military Veteran	100%	4	2	ID Copies : Directors Co. Registration CSD Shareholders Certificate
	3. Enterprise owned by Black Men with at least 51%	50%	2	1	ID Copies : Directors Co. Registration CSD Shareholders Certificate

5.2.4 SPECIFIC GOAL NO 3- RDP CATEGORY

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Reconstruction and Development :				
1	Promotion of Local Business(s)				
	1. Enterprise Located within the uMlalazi Local Municipality	100%	4	2	Utilities : Directors or Co. Affidavit Existing Lease Agreement /councilor or Induna letters
	2. Enterprise Located within the King Cetshwayo District Municipality	50%	2	1	Utilities : Directors or Co. Affidavit Existing Lease Agreement
	2. Enterprise Located within the Province	25%	1	0,5	Utilities : Directors or Co. Affidavit Existing Lease Agreement
2	SMME Development (EME and QSE)				
	1. an EME or QSE which is at least 100% owned by black people;	100%	4	2	Sworn Affidavit - QSE/EME General
	2. an EME or QSE which is at least 51% owned by black people;	50%	2	1	Sworn Affidavit - QSE/EME General
	3. an EME or QSE which is at 25% - 50% owned by black people;	25%	1	0,5	Sworn Affidavit - QSE/EME General
3.	Job Creation and Community upliftment				
	1.Community upliftment project (e.g. housing , schools ,infra donations etc.) equal to at least 0.5% of project Value	100%	4	2	Bidder to propose
4	2. Creation of Jobs /Labour intensive activities	100%	4	2	Bidder to propose

SPECIFIC GOAL NO 4 – OTHER GOALS

#	Specific Goal(s)	Weight	80 20 PP	90 10 PP	Verification
	Other Categories :				
1	Combination of any other goals				
	User departments may combine any specific goals under categories 1,2 and 3 above in a manner that will help evaluate and apply preference points to the tender	100%	2	1	--Relevant Verification Documentation--

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
•				
•				
•				
•				

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the Service Provider may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have-
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME:..... DATE:..... ADDRESS:.....

I. ATTACH DOCUMENTS VERIFICATION OF PREFERENTIAL PROCUREMENT POINTS FOR SPECIFIC GOALS

The bidder to attach documents required for verification of specific goals indicated on **table 1** of the preferential procurement points for specific goals (form MBD 6.)

SIGNED ON BEHALF OF TENDERER:

J. DECLARATION OF INTEREST

MBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Municipality of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars:

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1. If so, furnish particulars:

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1. If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.3.1 ABOVE IS
 CORRECT, AND THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
 PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
 DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

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

MBD 8

- 1 This Standard Bidding Document must form part of all bids invited. V
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	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 outside of 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	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	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

.....

Date

.....

Position

.....

Name of Bidder

L. 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:

uMlalazi Municipality

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of _____ that:

(Name of Bidder)

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

- allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

.....
Signature

.....
Date

.....
Position Name of Bidder

References

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

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

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

M. CERTIFICATE OF AUTHORITY TO SIGN DOCUMENTS

The Municipal Manager
uMlalazi Municipality
P O Box 37
ESHOWE
3815

AFFIDAVIT

I _____ the undersigned hereby declare that by
resolution dated _____ I am authorized to sign these documents
on behalf of _____

SIGNED AT

THIS

DAY OF

2024

WITNESS

TENDERER

N. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been considered in this tender offer.

No.	Date	Title or Details
1		
2		
3		
4		
5		

Compulsory Note:

1. Addendum issued by Municipality comes part of this bid and it is compulsory to every bidder to submit it with the bid.
2. If the bidder did not receive addendum through the email address provided in the briefing attendance register on the date agreed, it is the responsibility of the bidder to send an email in the email address provided in this document to request the said addendum.

NAME:

POSITION:

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

O. AMENDMENTS OR QUALIFICATIONS BY TENDERER

PAGE	DESCRIPTION

If the tenderer does not wish to make any amendments to the tender documents nor any qualifications to his/her tender, the above space shall be crossed out and the words "NIL" written above the line.

NB: An amendment must leave the original document substantially intact.

SIGNED ON BEHALF OF TENDERER:

6. FUNCTIONALITY

Note: the bidder must achieve minimum of 75 % (75 Points) in functionality. The Table below reflects **evaluation functionality components** and the overall weighting on each **Criteria component** of the functionality are as follows:

3.5.6.1. BIDDER’S PREVIOUS EXPERIENCE			
The bidder to demonstrate comprehensive proven experience on previously completed similar projects in <u>the past 6 years</u> , i.e. Sourcing of funding or management and implementation of turnkey projects.			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Excellent (Points = 10)	Three (3) or more completed similar projects.	10	Attach appointment letters and positive referral letters from previous Clients
Good (Points = 8)	Two (2) completed similar projects.		
Satisfactory (Points = 5)	One (1) completed similar project.		
Marginal (Points = 3)	Bidder has relevant experience in relation to the project or completed only project of similar nature.		
Poor (Points = 0)	Bidder has no experience		
3.5.6.2. KEY PERSONNEL (Required expertise)			
Experience of the key staff (assigned personnel) in relation to the scope of work must reflect the following: 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member/expert member; 2) The education, training and experience of the key staff member/experts in the specific sector, field, subject, etc. which is directly linked to the scope of work; 3) The key staff members’/experts’ knowledge of issues which the tenderer considers pertinent to the assignment eg. Dealing with government sphere, Local conditions, affected communities, legislation, techniques etc.			
The CV should be structured under the following headings: (i) Personal Particulars (ii) Name of institutions for tertiary education and dates associated therewith; (iii) Qualifications (e.g. diploma; degrees etc., grades of membership of professional societies and professional registrations); (iv) Name of current employer and position in enterprise; (v) Overview of post graduate experience (year, organization and position); and outline of recent assignments / experience that has a bearing on the scope of work.			
2.1. PROJECT LEADER – PROFESSIONAL ENGINEERS OR EQUIVALENT			
Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Very Good (Points = 30)	Outstanding levels of project specific education, training and experience (10 years or more of experience)	30	Attach curriculum Vitae (C.V) with traceable reference, certified Copies of Qualifications, professional registration certificates and identity document. NB: No point will be awarded if the current employer is not the bidding company
Good (Points = 20)	Extensive levels of project specific education, training and experience (8 - 9 years of experience)		
Satisfactory (Points = 15)	Reasonable levels of project specific education, training and experience (5 - 7 years of experience)		
Marginal (Points = 8)	Limited levels of project specific education, training and experience; (3 - 4 years of experience)		
Poor (Points = 0)	Not enough levels of project specific education, training and experience (0 - 2 years of experience)		
2.2. PROFESSIONAL PROJECT MANAGER			
Very Good (Points = 20)	Outstanding levels of project management, specific education, training and experience (10 years or more of experience)		Attach curriculum Vitae (C.V) with traceable reference, certified
Good (Points = 15)	Extensive levels of project management, specific education, training and experience (8 - 9 years of		

	experience)	20	Copies of Qualifications, professional registration certificates and identity document. NB: No point will be awarded if the current employer is not the bidding company
Satisfactory (Points = 10)	Reasonable levels of project management, specific education, training and experience (5 - 7 years of experience)		
Marginal (Points = 5)	Limited levels of project management, specific education, training and experience; (3 - 4 years of experience)		
Poor (Points = 0)	Not enough levels of project management, specific education, training and experience (0 - 2 years of experience)		

3. METHODOLOGY / APPROACH PAPER

Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
---------------------	-------------------------------------	------------	---------------------

The approach paper must respond to the scope of work with specific reference to sourcing of grant funding for municipal infrastructure projects. The approach paper should articulate and demonstrate bidder's understanding of undertaking projects series of activities (as per scope of work) in sequence order.

The Tenderer must as such explain his/her understanding of the objectives and deliverables of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources to meet the requirements.

Excellent (Points = 20)	Besides meeting the "good" rating, important issues are approached in an innovative and efficient way, indicating that the tenderer has a clear understanding and knowledge of state-of-the-art approaches. The methodology / approach paper details ways to improve the assignment's deliverables	20	Attach proposed methodologies aligned with the scope of works as outlined in the bid description and scope
Good (Points = 15)	The methodology and approach are specifically tailored to address the specific assignment's objectives, deliverables, requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the assignment		
Satisfactory (Points = 10)	The methodology and approach are reasonably aligned with the assignment's objectives and deliverables. The approach deals somewhat with the characteristics of the assignment.		
Marginal (Points = 5)	The methodology and approach are generic and not tailored to address the specific assignment's objectives, deliverables and requirements. The approach does not adequately deal with the critical characteristics of the assignment. The quality plan is too generic.		
Poor (Points = 0)	The methodology and approach are poor/are unlikely to satisfy project objectives, deliverables or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the assignment.		

4. ORGANISATION, LOGISTICS AND SUPPORT RESOURCES

The bidder should propose the structure and composition of their team i.e. the key staff member/ expert(s) responsible for specific responsibilities and deliverables (specifically referring to technical staff and support staff). The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association/joint venture/consortium, it should be indicated how the duties and responsibilities are to be shared.

Rating for Criteria	Guidelines For Criteria Application	Max Points	Verification Method
Very good (Points = 20)	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.	20	Attach proposed organizational structure
Good (Points = 15)	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short term experts. Some members of the project team have worked together before on limited occasions;		
Satisfactory (Points = 10)	The organizational structure is complete and entailed, the technical level of composition of the staffing arrangements is adequate and staffing is consistent with both timing and deliverables.		
Marginal (Points = 5)	The organization structure is sketchy, the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in association of tasks and responsibilities.		
Poor (Points = 0)	No organization structure submitted		
OVERALL TOTAL		100	

7. DRAFT SERVICE LEVEL AGREEMENT



uMLALAZI MUNICIPALITY
AMAHHOVISI KAMASIPALA: MUNICIPAL OFFICES
MUNISIPALE KANTORE

Hutchinson Street, (cnr of Hutchinson and Osborne), Eshowe, Kwazulu-Natal, 3815

Tel: +27 (35) 473 3474 | **Fax:** +27 (35) 474 4733

Website: www.umlalazi.gov.za

DRAFT CONTRACT

CONSULTANCY SERVICE

APPOINTED AT RISK – PANEL OF CONSULTANT TO SOURCE FUNDING AND IMPLEMENTATION OF INFRASTRUCTURE PROJECTS ON A TURNKEY BASIS FOR PERIOD OF 36 MONTHS

CONTRACT NO: KZM UML 07/24/24

Contract relating to consultancy services

Made and entered into between

uMLALAZI MUNICIPALITY

CONTRACT

Contract, agreement made and entered into by and between the uMlalazi Municipality, herein represented by:-

Municipal Manager

Mr. NN Shandu

(Duly authorized hereto, herein after referred to as “the Council”)

And

XXXXXX CONSULTING ENGINEERS

.....

(Registration Number [2001/028826/ 23])

duly incorporated in accordance with the laws of South Africa, with limited liability, herein represented by [*****] [ID No: *****], in his / her capacity as a director thereof, he/ she being duly authorized hereto)

(“Consultant”)

Of the other part.

GENERAL CONDITIONS OF CONTRACT

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SCHEDULE 1: Scope of Works

SCHEDULE 2: Form of acceptance

SCHEDULE 3: Certificate of Authority to sign documents

SCHEDULE 4: Environmental and Safety

SCHEDULE 5: Professional Indemnity Insurance

SCHEDULE 6: Programme of work signed by both parties shall form part of the agreement upon submission

1.	DEFINITIONS
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In the Contract, except where the context otherwise requires-

- 1.1 “Business Day” means any day other than a Saturday, Sunday or Public Holiday.
- 1.2 ‘Conditions of Contract’ means these General Conditions of Contract for Services;
- 1.3 Consultancy Services’ means the services specified in Schedule 1 of this Contract and/or as shall be determined by the Client from time to time;
- 1.4 Consultant’ means the person(s), whether natural or juristic, appointed in writing by the Client to perform the Consultancy Services and includes their officers, and employees;
- 1.5 Contract means the Agreement between the Client and the Consultant as constituted by:
 - i) the General Conditions of Contract
 - ii) the Schedules to this Contract
 - ii) the tender or terms of reference document
 - iv) the letter of appointment and acceptance

and where there arises an inconsistency or ambiguity between provisions in the different documents which constitute the Contract, the order of precedence to resolve the inconsistency or ambiguity will be in the order set down above;

- 1.6 ‘Contract Material’ means all material, including but not limited to records, created in connection with or for the purposes of performing the Consultancy Services; as well as all discoveries, inventions and documents made or developed in the course and scope of this contract.
- 1.7. Intellectual property rights’ means any patent, registered design, trade mark or name, copyright or other protected right;
- 1.8 Invitation’ means the invitation extended to the Consultant by the Client to submit an offer for the performance of Consultancy Services;
- 1.9 ‘Legislative requirements’ includes:

acts, ordinances, regulations, by-laws, order, awards, proclamations or any other enactment having the force of law in the Republic of South Africa and uMlalazi Municipality that are applicable to the Consultancy Services; and
certificates, licences, consent, permits, approvals and requirements of organisations having jurisdiction applicable to the Consultancy Services;

- 1.10. “Parties” means the Client and the Consultant;
- 1.11. “Person” means (a) any organ of state; (b) any company incorporated or registered as such under any law; (c) anybody of persons corporate or unincorporated; (d) any natural person.

“Client” means the uMlalazi Municipality (uMl)

- 1.13 “Client’s consent” means prior written consent (which shall not be unreasonably withheld) of the Client which may be given subject to such terms and conditions as the Client may see fit to impose;

- 1.14 ‘Project Manager’ means the client’s designated technical personnel from the department responsible for implementation of the project in the Municipality.
- 1.15 ‘Records’ means all material including but not limited to books, documents and information, data stored or data stored and processed by any means disclosed or made available by the Client to the Consultant in connection with the performance of the Contract;
- 1.16 ‘Schedule’ means any schedule attached to these Conditions and signed by or on behalf of the parties;

“Terms of Reference” means the document issued by the Client to the Consultant for the purpose of describing the scope of the project and the scope of the services to be provided by the Consultant and is wholly contained in Schedule 1 to this contract.

2. INTERPRETATION

2.1 In this agreement, words importing-

- 2.1.1. The singular, include the plural and vice versa;
- 2.1.2. Any one gender, include the other genders.

2.2 Any reference in this agreement to an enactment (or any regulations promulgated pursuant thereto) is to that enactment (or those regulations) as at the date of signature hereof.

2.3 Any reference in this document to “this agreement” or any other agreement or document, shall be construed as a reference to this Agreement or, as the case may be, any other agreement or document, as may be, or may from time to time, be amended, varied, contradicted, novated or supplemented by agreement of the parties or, if permitted by this Agreement by one of them.

2.4 Any reference in this document to “this Agreement” or “ this Contract” refers to these General Conditions of Contract as well as any signed Schedules or other Annexures that are attached to it.

2.5 Any reference to the “Client” in this Agreement shall refer to the General Manager of the Water Services Department or the Project Manager appointed in terms of Clause 6 of this Agreement;

2.6 If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of the agreement, notwithstanding that it is only in the definition clause.

2.7 When any number of days is prescribed in this Agreement, they shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a business day, in which event the last day shall be the next succeeding business day 7.

2.8 In the event that the day for performance of any obligation to be performed in terms of this Agreement should fall on a day which is not a business day, the relevant day for performance shall be the immediately subsequent business day.

- 2.9 References in this Agreement to day/s, month/s or year/s, shall be construed as Gregorian calendar day/s, month/s or year/s.
- 2.10 Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions.
- 2.11 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor in modification nor in amplification of the terms of this agreement nor any clause hereof.
- 2.12 The use in this Agreement, of the word “including” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation such general wording or such specific example or examples.
- 2.13 The rule of construction that, in the event of ambiguity, this Agreement shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.
- 2.14 This Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties, as fully and effectually as if they had signed this Agreement in the first instance and reference to any party shall be deemed to include such party’s estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- 2.15 Where figures are referred to in this Agreement, in numerals and words, if there is any conflict between the two, the words shall prevail.
- 2.16 The expiration or termination of this agreement shall not affect either such of the provisions of this agreement as expressly provide that they will operate after any such expiration or termination or which, of necessity, must continue to have effect after such expiration or termination notwithstanding that the clauses themselves do not expressly provide for a continuation.

3. RESPONSIBILITIES AND OBLICATIONS OF THE CONSULTANT

3.1. Performance

The Consultant is hereby appointed subject to the scope of services incorporating the terms of reference as agreed with the Client and subject to whatever conditions as shall be determined by the Client and/or the Project Manger to carry out the following duties/obligations with agreed project timeframes:

- 3.1.1. Perform and complete the Consultancy Services in a proper, efficient and prompt manner and in accordance with the Contract and as specified in the Schedules to this agreement;
- 3.1.2. To carry out and complete work the Professional Service Provider shall employ only such person as are careful competent and efficient in their various professions. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “no substitution without municipality’s written approval will be allowed”

- 3.1.3. Consultant will be required to maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender.
- 3.1.4. Consult regularly with the Client throughout the performance of the Contract;
- 3.1.5. comply with the directions of the Client and/or Project Manager given pursuant to a provision of the Contract and all reasonable instructions necessarily incidental to the performance of this contract;
- 3.1.6. promptly give written notice to the Client if and to the extent to which, the Consultant becomes aware that any documents or other information provided by the Client is ambiguous or inaccurate or is otherwise insufficient to enable the Consultant to carry out the Consultancy Services;
- 3.1.7. as soon as reasonably practicable after becoming aware of any matter or circumstance which may adversely affect or has adversely affected the scope, timing or performance of the Consultancy Services, give written notice to the Client detailing the matter or circumstances and its anticipated effect on the Consultancy Services;
- 3.1.8. comply with all legislative requirements in carrying out the Consultancy Services including but not limited to the Engineering Profession Act 46/2000 and all the relevant and applicable board notices as shall be published in Government Gazette from time to time;
- 3.1.9. except as required by law or provided by the Contract treat as confidential all records and Contract Material;
- 3.1.10. attend meetings and briefings reasonably required by the Client or the Project Manager;

3.2. **TRAINING AND TRANSFER OF SKILLS**

- 3.2.1. Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred to are limited to **number of officials** nominated by employer on the commencement meeting.
- 3.2.2. Skills must be provided as detailed in the scope of work in the tender document, **schedule 1**.

3.3. **Commencement Date**

- 3.3.1. The appointment of the Consultant shall commence from **04 September 2019** or from the date of this agreement whichever is earlier.

3.4. **Completion**

- 3.4.1. Unless terminated under one of the other clauses, the appointment of the Consultant shall be completed when the Consultant submits the Close-out Report or when he renders the closing account, whichever is later. *But detailed designs must be completed the project duration is strictly **xxxx moths** from date of appointment to complete the scope of work up to tender document.*

3.5. **Undertakings and Warranties**

The Consultant warrants and undertakes to the Client that:

- 3.5.1. It has examined the Contract and Schedule, understands it and that it correctly reflects what has been agreed by the Parties.
- 3.5.2. It has been supplied with enough of the Contract Materials to enable him to undertake and complete all the services contemplated in the Schedules and Annexures and that insofar as there was a need for explanation, the Consultant is satisfied with the explanation provided. However, the Client does not in any manner vouch for the accuracy or correctness of whatever Contract Material it might be required to furnish to the Consultant.
- 3.5.3. It has the necessary skill and experience to render the services in the particular fields relevant to the Consultancy Services and hereby warrants that it has such skill and experience.
- 3.5.4. The Consultant acknowledges that the Client has entered into the Contract in reliance upon the foregoing representation and that, but for that representation, it would not have done so.
- 3.5.5. The Consultant warrants that to the best of its knowledge, information and belief at the date of the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract.
- 3.5.6. The Consultant agrees to arrange and maintain professional indemnity insurance, cover all the time, in respect of the Consultancy Services provided under this agreement up to a period three years from the date of termination or completion of the Consultancy Services. The professional indemnity cover shall be at least twice the amount of fees payable to the Consultant.

3.6. Standard of Conduct of Consultant

- 3.6.1. The Consultant agrees that it will perform the Consultancy Services to the standard of skill, care and diligence expected of a skilled and competent professional practicing in the particular fields relevant to the Consultancy Services.
- 3.6.2. The Consultant undertakes to be true and faithful to the Client in all dealings and transactions whatsoever relating to its business and interests and in the furtherance of its duties under this Contract.
- 3.6.3. The Consultant shall not in the future engage in any conduct which is calculated to or may have the effect of bringing the Client into disrepute whether such conduct will be calculated or not, and warrants that it has not done so in the past.
- 3.6.4. The Consultant shall not purport to have any authority to represent the Client.

3.7. Independent Contract

- 3.7.1. The Consultant is appointed by this agreement as an independent contractor.
- 3.7.2. The Consultant must not represent itself, in any manner, or allow itself to be represented as being an employee or agent of the Client;

3.7.3. The Consultant does not by virtue of the Contract be or become an employee or agent of the Client.

3.8. Personnel

3.8.1. The Consultant must ensure that Consultancy Services are performed by the key personnel nominated in the Contract or who have been substituted for one or more of such nominated personnel with the written consent of the Client.

3.8.2. If any of the nominated key personnel are not available to perform any of the Consultancy Services, or unable properly to do so because of physical or mental incapacity or incompetence, the Consultant must immediately;

3.8.2.1. give notice to the Client;

3.8.2.2. arrange a replacement of that person with a person acceptable to the Client, at no additional cost to the Client; and

3.8.3. The Consultant must at no additional cost to the Client, promptly remove any nominated key personnel, upon notice given to the Client to effect such a removal, from performing work on or in connection with the Consultancy Services and must replace that person by a person acceptable to the Client.

3.8.4. The acceptance referred to above in clause 3.7.3. must be in writing.

3.9. Progress and Program

The Consultant must;

3.9.1. proceed with the Consultancy Services with due expedition and without delay;

3.9.2. if requested by the Project Manager, submit to the Project Manager within 7 (seven) days of the receipt of the request, a program for carrying out the Consultancy Services and, thereafter, shall carry out and complete the Consultancy Services in accordance with the program submitted unless the Project Office or Project Manager does not approve of the program in which event the consultant shall submit a new program within the next 7 (seven) days, or within any ensuing period or periods of 7 (seven) days, until such approval be give;

3.9.3. Ensure that any program submitted by the Consultant in accordance with sub-clause 3.8.2. conforms to the timing requirements (if any) stated in the Schedules to this General Consultancy Agreement.

3.10. Subcontracting and Assignment

3.10.1. The Consultant may not subcontract the whole or any part of the Consultancy Services without the Client's written consent.

3.10.2. The Consultant must not assign the Contract or any of the benefits or obligations under the Contract without the Client's written consent.

4. RESPONSIBILITES AND OBLIGATIONS OF THE CLIENT

4.1. Performance

The Client with:

- 4.1.1. pay the Consultant in accordance with the Contract;
- 4.1.2. When, and as required under the Contract, provide the Consultant with available records to enable the Consultant to carry out the Consultancy Services;
- 4.1.3. Give or cause to be given to the Consultant, timely and reasonably adequate directions, decisions and records relating of the provision of the Consultancy Services by the Consultant;
- 4.1.4. As a proviso to clauses 4.1.2 and 4.1.3 the Client does not in any manner vouch for the accuracy or correctness of the records it might be required to furnish to the Consultant in accordance with clauses 4.1.2 and 4.1.3 above.

5. **PAYMENT OF FEES AND DISBURSEMENTS**

5.1. Normal fees and disbursements

- 5.1.1. Payments to the Consultant shall be in accordance with the quoted price in the form of offer and be paid in terms of fees break down as gazetted in the current ECSA guidelines. All amounts quoted by the Consultant and accepted by the Client for provision of Consultancy Services, will, unless expressly stated to the contrary, be taken to be VAT inclusive.
- 5.1.2. Payment of Additional Services excluded on the contract quoted price shall be based on the form of offer as per project mile stones. But the payment is subject to agreeing in writing with client before incurring such work entitles the consultant to claim additional costs.
- 5.1.3. A claim for payment by manner of a tax invoice must be submitted by the consultant to the Client on the basis and according to the Procedure described in the Schedules to this agreement.
- 5.2. The Client shall refund to the Consultant the reasonable out-of-pocket expenses incurred by the consultant in providing the services, which are substantiated by vouchers and which have been approved by the Client or Project Manager. No expenses in excess of R 2 000.00 shall be incurred by the Consultant which the ambit and scope of this clause without prior written consent of the Client/Project Manager.
- 5.3. All relevant invoices in support of any claim for expenses incurred by the Consultant must be submitted to the Client for settlement thereof within 30(thirty) days from the time when they are incurred.
- 5.4. Should the consultant be aggrieved concerning the amount that is certified or paid to it, the consultant may issue a notice of dispute as is provided for in Clause 14 of this contract.

6. **PROJECT MANAGER**

- 6.1. There shall be a Project Manager appointed by the Client who shall administer the Contract and oversee the work of the Consultant in its performance of the Consultancy Services.
- 6.2. The Project Manager shall be the HOD of the responsible Department unless a person is appointed officially to act on his/her behalf.

6.3. The Consultant must:

6.3.1. liaise with, report to and communicate with the Project Manager on all technical matters relating to this Contract;

7. INTELLECTUAL PROPERTY

7.1. Title to and ownership of intellectual property rights (including copyright) in all Contract Material shall upon its creation vest in the Client without need for further assurance. The Consultant shall do all things necessary to perfect the vesting of the Intellectual property rights attaching to the Contract Material in the Client.

7.2. The Consultant shall retain the intellectual property rights it may have in any original ideas, equipment, processes or systems created outside the terms of the Contract and used in carrying out the Consultancy Services. Provided that such original ideas, equipment, process or systems so created are disclosed to the Client before hand and at the commencement of this agreement. To this end, all the necessary documents and/or licences must be submitted in hard and soft copy to the Client or the Project Manager, as the case may be. Where necessary, the consultant shall grant or cause to be granted to the Client an irrevocable license to use such intellectual Property rights for any purpose for which the Consultancy Services are provided until the contract is, subject to the provision of clause 2.1.6., terminated.

7.3. To the extent that intellectual Property rights in or relating to the contract Material are not capable of being vested in the Client because the consultant does not own that intellectual Property right, the Consultant shall ensure that the Client is irrevocably licensed to use that intellectual Property right until the Contract is, subject to clause 2.1.6, terminated.

7.4. The intellectual property rights vested in the Client pursuant to this clause may be used by the Client only on projects developed for use by the Client.

7.5. The Client grants to the Consultant a paid up, non exclusive, irrevocable license to use the intellectual Property rights in Contract material vested in the Client pursuant to this clause, on the condition that;

7.5.1. The Consultant does not act in breach of its obligation of confidentiality under the contract;

7.5.2. the Consultant indemnifies and holds harmless the Client and its officers, servants and agents from and against all actions, claims, demands, judgments and any costs,. Damages or losses incurred whatsoever and howsoever arising, out of the Consultant's use of the Contract Material or any part thereof, which may be brought or made against any of them by any person.

8. RECORDS AND CONTRACT MATERIAL

8.1. The Consultant must not use records for any purpose other than in the performance of the Consultancy Services and must ensure that no unauthorized persons have access to the records while in the Consultant's possession or control during or after the completion of the consultancy Services.

8.2. Upon the expiration or early termination of the Contract, the Consultant must deliver to the Client all Records and Contract Material except that the consultant may retain copies of

whatever part of the Contract Material which it may in law be required to retain for its own records.

9. CONFLICT OF INTEREST

- 9.1. If, during the currency of the Contract, a conflict or a risk of conflict of interest arises, because of work undertaken for any person other than the Client, the Consultant undertakes to notify the Client immediately in writing of that conflict or a risk of conflict of interest.
- 9.2. The Consultant must take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the currency of the Contract, engage in any activity or obtain any interest which is in conflict with providing the Consultancy Services to the Client. Any such activity must be disclosed in writing to the Client immediately.
- 9.3. Where the Client receives a notice of conflict of interest under this clause, the Client may proceed under clause 13.2 of these General Conditions of Contract.

10. CONFIDENTIAL INFORMATION

The Consultant must;

- 10.1. keep all Records and Contract Material in a secure location so that no unauthorized person is able to have access to any of them;
- 10.2. Ensure that Records and Contract Material are kept confidential as between the Consultant and the Client and are not disclosed to any other person under any circumstances whatsoever except where:
 - 10.2.1. required by law; or
 - 10.2.2. The Client's consent is obtained.
- 10.3. If requested by the Client, the Consultant must provide and must procure from each of its servants, agents and subcontractors engaged in the performance of the consultancy servants, a confidentiality undertaking in a form that is acceptable to the Client.
- 10.4. The Consultant indemnifies the Client against any actions, claims, demands, judgements and any costs, damages or losses incurred whatsoever or howsoever arising, which is in any way connected with a breach of the obligations of the Consultant under this clause.
- 10.5. The Client must except as required by law and subject to the Contract, treat as confidential, all information so designated in writing by the Consultant.
- 10.6. The Client may, at any time., requires the Consultant to return any material containing, or relating to the confidential information disclosed pursuant to the terms of the agreement and may, in addition request the consultant to furnish a written statement to the effect that, upon such return, the Consultant has not retained in its possession, or under its control, either directly or indirectly, any such material.

- 10.7. The Client may at any time, request the consultant to destroy any material containing, pertaining or relating to the confidential information disclosed pursuant to the terms of this agreement and furnish the Client with a written statement to the effect that such material has been destroyed unless the destruction of that material is proscribed by any law including the common law.
- 10.8. The Consultant shall comply with any request in terms of this clause within 3 (three) days of the date of such a request.
- 10.9. This clause survives the termination of the Contract.

11. NON SOLICITATION

- 11.1. The Consultant or any person within whom it is directly or indirectly associated or in which it has any interest, will, either alone or jointly, for the duration of this agreement and for a 12 (twelve) month period thereafter-
- 11.1.1. encourage or entice or persuade or induce any employee of the Client to terminate his employment with it;
or
- 11.1.2. furnish any information to any prospective employer of such an employee of the Client, or give any information or advice to any such employee, that is calculated to lead to or that could reasonably result in, his terminating his employment and his seeking employment by, or seeking to become directly or indirectly interested or associated with any other person, undertaking, venture, association, concern or firm.

12. DIRECTION AND VARIATION

12.1. Direction by Client

Except where the Contract otherwise provides, a direction may be given orally by the Client but the Client shall, as soon as practicable, confirm it in writing.

12.2. Variations

Without derogating from the Provisions set out under clause 15 below:

- 12.2.1. The Client may, by written notice to the consultant, direct the Consultant to vary the nature, scope or timing of the Consultancy Services (and including the omission or reduction of any part of the Consultancy Services) and the consultant shall be bound to comply with that direction.
- 12.2.2. If the Client gives a notice in terms of clause 12.2.1, the fees shall continue to be calculated on the same basis as before the notice.
- 12.2.3. If the basis for the calculation of the fees is affected by a notice in terms of clause 12.2.1, then agreement will have to be reached between the Parties on the new basis for calculating the fees.
- 12.2.4. The Client shall not be liable for payment to the consultant for any compensation for loss of profits or for any other reason.

12.3. Errors and Omissions in the Contract Material

- 12.3.1. The consultant shall correct errors or omissions in the Contract Material at the Consultant's own expense.
- 12.3.2. Where, owing to circumstances beyond the reasonable control or anticipation of the Consultant, the Consultant is required to alter, add, or delete contract Material previously submitted and accepted by the Client, the Consultant shall inform the Client and seek direction.

13. PENALTIES, SUSPENSION, DEFAULT, TERMINATION

13.1. Penalties

- 13.1.1. If within the period(s) specified in the contract, the Municipality shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, an amount of **R500 per day** of the delay until actual delivery or performance. The Municipality may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.
- 13.1.2. Failure to deliver the goods or service within the period(s) specified in the contract as a result of an event of force majeure, the service provider must report in writing with evidence required and Municipality shall assess the submission on its discretion.
- 13.1.3. Notwithstanding the provisions of penalties and termination clauses. , the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure

13.2 Suspension, Default, Termination

- 13.2.1. The Client may, in the event of unsatisfactory performance or conflict of interest at any time by prior written notice to the consultant, suspend the carrying out of the Consultancy Services or any part thereof for 7 (seven) days in order to afford the Consultant the opportunity to rectify the cause for the unsatisfactory performance or conflict of inters., In the event that the consultant fails to remedy the situations as envisaged herein, then the provisions of the terms below shall apply, until such time as the Client may determine.
- 13.2.2. Subject to the next paragraph, if fees or expenses have not been agreed in advance, the Client must pay to the Consultant the fees and the expenses reasonably incurred by the Consultant in carrying out the consultancy Services to the date of suspension. The Client shall not be liable to compensate for any loss of profits or any other loss.
- 13.2.3. The suspension shall terminate when the Client gives the consultant reasonable notice to re-commence carrying out the consultancy Services that have been suspended.

13.3. Termination due to Default by Consultant

- 13.3.1. If the Consultant commits a breach of Contract, the Client may suspend payment under the Contract and give to the consultant a written notice to rectify.
- 13.3.2. A notice to rectify must:

- 13.3.2.1. state that it is as notice given under this sub-clause of these Conditions;
- 13.3.2.2. specify the alleged breach in detail;
- 13.3.2.3. specify the date by which the Consultant must respond to this notice which date shall not be less than 7 (seven) days after the date of the notice, and, if, by the time specified in the notice to rectify, the Consultant fails to propose steps to remedy the breach that are satisfactory to the Client or fails to actually remedy the breach to the satisfaction of the Client, the Client may, by further written notice, terminate the contract and claim any other remedies that are available to the Client in law;

13.4. Termination on Notice

- 13.4.1. The Client may terminate the Contract at any time by giving the consultant at least 14 (fourteen) days prior written notice.
- 13.4.2. The period of this notice shall run from the date upon which the notice is received by the Consultant.
- 13.4.3. If the Contract is terminated pursuant to this sub-clause, the Client must pay to the Consultant the fees and the expenses reasonably incurred by the Consultant in Carrying out the Consultancy Services to the date of termination together.
- 13.4.4. The Client shall not be liable for payment to the Consultant for any amount in excess of the amount due and payable for the services already provided by the Consultant and, specifically, no compensation for loss of profits or any other loss shall be payable by the Client.

13.5. Termination on Default by Client

- 13.5.1. Should the Client fail to perform its obligations of payment in terms of this agreement, the Consultant may, on written notice, require the Client to pay within 14 (fourteen) days of the date of the receipt of the notice.
- 13.5.2. Should the Client fail to pay in that time, the Consultant may terminate this agreement.

13.6. Effect of Termination

- 13.6.1. In the event that the Consultant is a joint venture or a consortium upon termination of this Contract, the Consultant might at the discretion of the Client be held liable jointly and severally for whatever expenses or damages the Client should be entitled to claim in law and/or in terms of this agreement.
- 13.6.2. On the date of termination, the rights and obligations of the Parties described in this contract shall cease.
- 13.6.3. The Consultant will be obliged to hand back all the records and Contract Material that it made use of, or was otherwise in possession and control of, throughout the duration of this Contract.

14. DISPUTE RESOLUTION

14.1. Notice of Dispute

- 14.1.1. If a dispute between the Parties arises out of or in connection with the Contract, then either Party shall give the other Party a notice of dispute identifying and providing details of the dispute.
- 14.1.2. Notwithstanding the existence of a dispute, the Parties shall, subject to clause 13, continue to perform their duties in terms of the Contract.

14.2. Mediation

- 14.2.1. Within 7 (seven) days after receiving a notice of dispute, or such other period as agreed between the Parties, the Parties shall confer at least once to resolve the dispute or to agree on methods of doing so. At every such conference each Party shall be represented by its most senior executive or official who shall endeavour to resolve the dispute within 5 (five) days after having been referred to them. All aspects of every such conference except the fact of occurrence shall be kept confidential by the Parties.

14.3. Arbitration

- 14.3.1. If the dispute has not been resolved within 5 (five) day period mentioned in clause 14.2.1 above, then that dispute shall be and is hereby referred to arbitration.
- 14.3.2. The arbitrator shall be appointed by agreement of the Parties. However, if, within 5(five) days of the dispute being referred to expert determination, the Parties have not agreed upon an expert, the expert shall be nominated in terms of the Arbitration Act No 42 of 1965.
- 14.3.3. Except where the Parties otherwise agree in writing:
 - 14.3.3.1 Each Party shall bear its own costs and pay one half of the expert's fees and expenses;
 - 14.3.3.2. The determination of the expert shall be final and binding on the Parties.
- 14.3.4. This clause shall be severable from the rest of this Contract and it shall therefore survive h termination and expiration of the Contract.

15. AMENDMENTS AND WAIVER

- 15.1. No amendment or consensual cancellation of this agreement or any provision or term thereof or of any agreement, other document issued or executed pursuant to or in terms of this agreement and not settlement of any disputes arising under this agreement and not extension of time, waiver or relaxation or suspension of any of the provisions, terms or rights of this agreement or of any agreement or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 15.2. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppels against any Party in respect of its rights under this

agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement.

- 15.3. A waiver by either Party shall not prejudice its rights in respect of any subsequent breach of the Contract by the either Party. Any failure by Party to enforce any clause of the Contract or any forbearance, delay or indulgence granted by either Party to the other will not be construed as a waiver of the rights under the Contract.

16. GOVERNING LAW

- 16.1. The Contract shall be governed by and construed in accordance with the laws of South Africa.

17. ENTIRE AGREEMENT

- 17.1. The Contract constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all previous agreements, arrangements and understandings relating to the subject matter of this Contract.

18. ALLOCATION OF PROJECTS

- 18.1. Projects will be allocated based on the successful sourcing of funding for a particular projects.
- 18.2. Service Provider will be required to select from the list of municipal infrastructure projects.
- 18.3. During the panel period certain returnable documents will be requested as needed to verify validly or compliance.
- 18.4. Project specific functionality will be determined based on complexity of project, project size, required capacity and any other legislative requirements.
- 18.5. Project specification and implementation must be approved by the municipality.
- 18.6. The municipality will accept proposed professional fees based on the applicable prescribed regulatory body e.g. Engineering Council of South Africa (ECSA) and other regulatory bodies in relation to provision of required consultancy services.
- 18.7. The negotiated offer must be accepted in writing by the Municipality and be clearly outlined in the Service Level Agreement specific to the project.

19. PRICING OF ALLOCATED PROJECT

- 19.1. The construction project value, must be based on market rates, fully justified by the Consultant and must be approved by the Client.
- 19.2. Consultancy fees shall be subjected to negotiation, not exceeding the applicable rates as per Engineering Council of South Africa (ECSA) and other Regulatory Bodies. Should consensus not reached on negotiations, municipality reserves a right to move to the next service provider.

- 19.3. Professional fees to must be inclusive of skill transfer as applicable to this tender.
- 19.4. The fees shall be paid in line with the Engineering Council of South Africa (ECSA) and other Regulatory Bodies guidelines breakdown in terms of percentage of project phases.
- 19.5. **The offer will be all inclusive** of disbursement or and additional services that will be determined on each project to be allocated. ***No additional services or disbursement will be paid.***
- 19.6. It is the responsibility of the Consultant to establish triggered additional services that are stated in the pricing schedule or form of offer prior submitting the bid. **This includes Environmental Impact Assessment (EIA) and Water Use License Authorization (WULA).**
- 19.7. All prices quoted shall be inclusive of Value Added Tax (VAT) if the service provider is registered as vat vendor.
- 19.8. Prices quoted must include complete delivery of services including level of construction monitoring stated in specification.
- 19.9. Vendors not registered for Value Added Tax with SARS will be treated as Non VAT vendors.

20. PAYMENT CONDITIONS:-

- 20.1. The municipality will not be liable for any costs incurred in the process of sourcing funding including resources used.
- 20.2. No payment will be made if such work fall outside the ambit of the contract and approved **Contract Price**, all variation orders must be approved in writing by a person authorized to do so.
- 20.3. The disbursement fees shall be paid in terms of the form of offer and written approval shall be obtained from the client before any additional services is rendered by the consultant.
- 20.4. Payment will be made by the municipality to the Service Provider upon delivery of service, which payment will be made via electronic transfer of funds to the Contractor's financial institution subject receipt of a valid tax invoice accompanied with relevant supporting documents specified in this contract.
- 20.5. The Service Provider is obliged to submit the invoice together with all supporting documents required by Project Manager including deliverables.
- 20.6. Valid tax invoice must be submitted on the last day of each month and payment shall be made in 30 days after date of invoice.

- 20.7. In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.
- 20.8. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only the portion in dispute shall be withheld from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- 20.9. The Service Provider shall immediately give notice of any circumstances preventing them from completing their obligations in terms of the contract.

21. OTHER CONDITIONS

- 21.1. The Consultant must obtain approved written mandate from the municipality to submit any application to any potential funder identified.
- 21.2. The consultants must obtain approval from the municipality for each of the project implementation stages in sequence order.
- 21.3. Provide, perform and complete the services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of this agreement and take responsibility in terms professional practices.
- 21.4. To maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender which shall form part of **annexures** on the contract agreement.
- 21.5. Appointed contractor must be approved by the Municipality, proposed contractor must not be unreasonable disapproved by municipality.
- 21.6. To adhere to the set project time frame as specified in the project requirements.
- 21.7. Project specific memorandum of agreement/Service Level agreement/ Contract must be entered in to, as proposed by the Municipality.
- 21.8. **The quality of construction work :**
- (i) Construction work must be carried out by suitable qualified contractors as prescribed by Construction Industry and Development board (CIDB) and any other accredited built environment institutions with legislated mandate.
 - (ii) The service standard and quality for each project will be determined by the municipality.
 - (iii) The quality of construction materials and specifications proposed will be subject to approval by the municipality.

22. DOMICILIUM CITANDI ET EXECUTANDI

22.1. NOTICES AND DOMICILIA

22.1.1. Addresses and Contact Details

The Parties choose as their respective domicilia citandi et executandi for the purpose of legal proceedings the following physical addresses, and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the said domicilia as well as the following contact numbers –

Contacts Details	The Municipality	
Addresses	uMlalazi Local Municipality	
	Corner Osborn and Hutchinson Street	
	Eshowe, 3815	
Contact No	Municipal Manager	Project Manager
	Tel: 035 473 3300	Tel: 035 473 3300
Emails:	Municipalm@umlalazi.gov.za/ *****@umlalazi.gov.za	Sbuisom@umlalazi.gov.za Mthokozisin@umlalazi.gov.za

Contacts Details	The Consultant / Service Provider (To be completed by hand)	
Addresses		
Contact No	Head Office	Project Manager
	Tel:	Tel:
	Cell:	Cell:
Emails:		

22.1.2. A party may change its domicilium to other physical address, its e-mail address or any other provided contact details by written notice to other party to that effect. Such change will be effective 7 days after receipt of notice thereof.

22.1.2.1. All notices to be given in terms of this agreement will be given in writing in English language and be delivered by hand, e-mail or pre-paid postage in a letter addressed to the *domicilium citandi* of the addressee or sent by telefax number of the addressee.

22.2. Any notice so given:-

22.2.1. If hand delivered before 16h00 on a business day, will reputably be presumed to have been received on the day of delivery. Any notice hand delivered after 16h00 on a business day or on a day which is not a business day, will reputably be presumed to have been received on the immediately following business day.

22.2.2. If sent by e-mail, will be reputably be presumed to have been received 1 day after it has been e-mailed, per-paid postage will reputably be presumed to have been received within 7 Calendar days.

22.2.3. Any notice written in the English language which is actually received by the party to whom the written notice- is addressed will be deemed to have been properly given and received notwithstanding that such written notice has not been given in accordance with other provisions of this clause.

THE MUNICIPALITY (UMLALAZI MUNICIPALITY)

Thus done and signed by _____ at _____ on this _____ day
of _____ 2024, in the presence of the undersigned witnesses:-

DULY AUTHORISED REPRESENTATIVE

SIGNATURE.....
[MUNICIPAL MANAGER]

As witness: - **for (UMLALAZI MUNICIPALITY)**

1. NAME..... SIGNATURE.....
2. NAME..... SIGNATURE.....

THE CONSULTANT/ SERVICE PROVIDER

Thus done and signed by _____ at _____ on this _____ day
of _____ 2024, in the presence of the undersigned witnesses:-

DULY AUTHORIZED REPRESENTATIVE

SIGNATURE
[THE CONSULTANT/ SERVICE PROVIDER]

As witnesses: - **For: [_____]**
The consultant/ Service Provider

1. NAME..... SIGNATURE
2. NAME..... SIGNATURE

SCHEDULES

SCOPE PROVISIONS

The following documents form part of the agreement: -

- Schedule 1 : Scope of works
- Schedule 2 : Letters of appointment
- Schedule 3 : Environmental and safety
- Schedule 4 : Professional Indemnity Insurance
- Schedule 5 : Programme of work signed by both parties shall form part of the agreement upon submission

SCHEDULE 1

SCOPE OF WORK

3.9 BACKGROUND

The Municipality has a lot of planned projects which have not been funded due to limited revenue streams. There is a great need for the Municipality to source external funding as part of implementation of revenue enhancement strategy. For the Municipality to have access to those funds either from various Government Departments or other sources of funding, the business plan for each project that the Municipality intends to implement must be developed. Those proposed projects will address some of the challenges that the municipality is experiencing and the community needs. The municipality is initiating a process to appoint Panel consultants for proposals to source funding and implement municipal approved projects on a turnkey basis.

3.10 CONTRACT DURATION.

Unless terminated under one of the other clauses of contract, the appointment of a Professional Service Provider shall be valid for a maximum period of 36 Months from the date of appointment

3.11 PROJECTS

The projects include but not limited to the following:

- a. Construction of Eshowe Vehicle Licensing and Driving License Testing Centre.
- b. Urban roads infrastructure development and refurbishment.
- c. Upgrade of Stormwater drainage infrastructure.
- d. Small town rehabilitation related projects.
- e. Rejuvenation of Fort Nonqayi Museum.
- f. Development of tourism information office and gate way signage.
- g. Rehabilitation and upgrade of tourism sites.
- h. Informal traders' facilities and street furniture.
- i. Develop and operate Parking Meters.
- j. Disaster Management Centre.
- k. Vehicle impounding facility and other urban regenerating related projects.
- l. Rutledge Park middle income housing development.
- m. Construction of Gingindlovu waste transfer station

3.12 SOURCING OF FUNDING

- 3.4.3. The municipality will not be liable for any costs incurred in the process of sourcing funding including resources used.
- 3.4.4. Funds received must be directly managed by the municipality, unless agreed otherwise in writing.

3.13 SCOPE OF THE PROJECT

The scope of work is, but not limited to:

- 3.5.7. Research and identify potential funders.
- 3.5.8. Preparation of Business Plan to source funding.
- 3.5.9. Submit funding application to potential funders on behalf of the municipality.
- 3.5.10. Implementation of projects on Turnkey basis which includes the following:
- a) Develop scope of work and project specifications.
 - b) Detailed design
 - c) Contract documentation
 - d) Contract administration and supervision
 - e) Management and reporting on the project
 - f) Closeout report

3.5.11. KEY OUTPUTS AND DELIVERABLES

- a) Inception
- b) Concept and Viability (also termed Preliminary Design)
- c) Design Development (also termed Detail Design)
- d) Construction work and contract administration, inspection and site supervision
- e) Close-out

3.5.12. TIME FRAMES FOR PROJECT MILE STONE

Key mile stone	Time Frame
Preliminary Design	Will be determined on each project specifications
Final design	
Tendering stage documentation	
Contract Administration	
Construction work	
Close Out report	

3.5.13. OBLIGATIONS /DUTIES OF SERVICE PROVIDER

- 3.5.13.1.** The Consultant must obtain approved written mandate from the municipality to submit any application to any potential funder identified.
- 3.5.14.** The consultants must obtain approval from the municipality for each of the project implementation stages in sequence order.
- 3.5.15.** Provide, perform and complete the services in a proper, efficient and prompt manner and in accordance with the project specifications and contract requirement in terms of this agreement and take responsibility in terms professional practices.
- 3.5.16.** To maintain all quality presented during bidding process which has significantly influenced decision making in awarding of this tender which shall form part of **annexures** on the contract agreement.
- 3.5.17.** Appointed contractor must be approved by the Municipality, proposed contractor must not be unreasonable disapproved by municipality.
- 3.5.18.** To adhere to the set project time frame as specified in the project requirements.
- 3.5.19.** Project specific memorandum of agreement/Service Level agreement/ Contract must be entered in to, as proposed by the Municipality.

3.5.20. The quality of construction work :

- (iv) Construction work must be carried out by suitable qualified contractors as prescribed by Construction Industry and Development board (CIDB) and any other accredited built environment institutions with legislated mandate.
- (v) The service standard and quality for each project will be determined by the municipality.
- (vi) The quality of construction materials and specifications proposed will be subject to approval by the municipality.

3.5.14. TRANSFER OF SKILLS

- 3.5.14.1.** Skills transfer must be provided during execution of the project where it is practically possible. The officials to whom skills must be transferred to are limited to **number of officials** nominated by employer on the commencement meeting.
- 3.5.14.2.** Successful Consultant to submit proposed skills transfer strategy on the project as requirement of this tender.
- 3.5.14.3.** This schedules shall be read together with skill transfer clause of this contract. The uMlalazi Municipality is striving to capacitate its technical personnel to enable them to register as professionals with the Engineering Council of South Africa (ECSA) and other professional statutory bodies through providing them with practical design experience which has been considered as lacking part during skills audit undertaking by municipality.

3.5.14.4. The consultant must ensure that skills are transferred during execution of the project and Skill transfer shall be offered within the tendered price.

3.5.15. Skills transfer aspects:

- (i) Planning and studies: gathering of all information and data analysis.
- (ii) Preliminary designs and design development: ensure participation in data application, design calculations, understanding of design standards and preparation of drawings.
- (iii) Procurement / Tendering stage – Participate in preparation of tender document and understanding of all applicable standards and specification including preparation of bill of quantities.
- (iv) Contract administrations

3.5.16. The following conditions also apply:

- (i) Failure to transfer skills shall constitute breach of this contract.
- (ii) Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.
- (iii) Editable version documents will be produced and left with the municipality for future use.
- (iv) Only professional registered person be used to transfer skills.
- (v) Prior arrangements be made municipality nominated personnel to ensure his/her availability.

3.5.15. MONITORING, REPORTING REQUIREMENTS AND PERFORMANCE MANAGEMENT

3.5.15.1. Monitoring, reporting requirements and performance includes but not limited to:

- (i) Submit, written reports on the project progress as per the agreed reporting requirements.
- (ii) The service provider should be available to present progress reports during the contract.

3.5.16. Format of communication - All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail). All plans and contract documents submitted for approval shall be in hardcopy format.

3.5.17. MANAGEMENT MEETINGS

- (i) To be able to manage the contract, the Employer and Consultants will have various meetings, to proactively and jointly manage and minimise adverse risks to the project. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.
- (ii) Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Every two weeks	To be confirmed	<i>Employer's Agent, Consultant</i>
Overall contract progress and feedback	Monthly	To be confirmed	<i>Employer's Agent, Consultant</i>

- (iii) Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.
- (iv) All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.5.18. Time frames for deliverables and penalties will be based on the approved programme as form part of the annexures.

3.5.19. Consultant's key persons

The Service Provider shall at all times maintain the involvement of the key personnel as the exigencies of this contract require.

The service provider must supply key staff throughout the duration of the contract:

3.5.19.1. Project Leader:

Project Leader will ultimately be responsible for all works undertaken on this contract and as such shall at a minimum be expected to do the following:

- (vi) be the primary contact person at the service provider and shall compile, receive and respond to all contractual communications between the service provider and the Employer.
- (i) review, approve and sign all reports and drawings being submitted
- (ii) attend all start-up meetings, site inspections and design discussion meetings.
- (iii) attend all Supply Chain meetings as described in Stage 4.
- (iv) attend all site clarification meetings

3.5.19.2. Project Designer:

The project designer shall be the technical expert for this appointment and as such shall at a minimum be expected to do the following:

- (i) Attend all start-up meetings, site inspections and design discussion meetings
- (ii) Carry out all detailed visual assessments.
- (iii) Inspect trial pits and trial trenches on site during investigations.
- (iv) Attend Supply chain meetings as described in Stage 4.
- (v) Attend Site clarification Meetings.
- (vi) Advise on technical issues during construction contracts.

SCHEDULE 2

LETTER OF APPOINTMENT AND FROM OF OFFER

SCHEDULE 3:

Certificate of authorized person to sign documents

SCHEDULE 4:

ENVIRONMENTAL AND SAFETY

In terms of the National Environmental Management Act, as part of the services of the Consulting Engineer is to ensure that the environmental issues are adhere to with regarding the Environmental Impact Assessment and Scoping report where needed from the Department Economic Development Tourism And Environmental Affairs

Safety issue be taken to into account when carrying out designs as in terms of the Health and Safety Act 85 of 1993 for public liability.

SCHEDULE 5:

PROFESSIONAL INDEMNITY INSURANCE

Copy of the PI is attached. (Please note that the PI is limited to twice the fee value)

It should be noted that in the event of a % (percentage) rebate being given on fee remuneration the professional indemnity insurance may at his discretion reduce PI cover by a similar % (percentage) rebate.

SCHEDULE 6:

PROGRAMME OF WORK AS PER PROJECT MILESTONES