



**APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR
THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM
PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND
WHEN REQUIRED BASIS FOR THREE (3) YEARS
CONTRACT NO: JSM/PSP/R01/24-27/W00**

| PREPARED BY: | PREPARED FOR: |
|--|---|
| TECHNICAL SERVICES DR JS MOROKA LOCAL MUNICIPALITY P/BAG X 4012 SIYABUSWA 0472 Mr S J MPELA Office Tel: (013) 9739126/7/8 Office Fax: (013) 9739132/3 | MUNICIPAL MANAGER DR J.S. MOROKA LOCAL MUNICIPALITY P/BAG X 4012 SIYABUSWA 0472 Ms M M MATHEBELA Tel: (013) 973 9126/7/8 Fax: (013) 973 9132/3 |

NAME OF BIDDER (BIDDING ENTITY)

(FULL NAME, i.e. (cc, (PTY) LTD, LTD, JV,
SOLE PROPRIETOR etc.)

:

TAX CLEARANCE PIN NUMBER

:

CSD NUMBER

:

E-MAIL

:

TEL/CELL

:

THE OFFERED TOTAL OF THE PRICES INCLUDING VALUE ADDED TAX IS:

R..... (In figures)



VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2022) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If valid tax clearance pin (or in the case of a joint venture, of all the partners in the joint venture.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Scratching out without initializing next to the amendments
4. Tenders shall not amend or temper with the document
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil.
6. Non-attendance of mandatory/compulsory clarification meeting
7. The Bid has not been properly signed by a party having the authority to do so, according to the example of “Authority for Signatory”
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company’s relevant resolution (for each specific bid) of their members or their board of directors on the company letterhead, must be submitted.
9. Particulars required in respect of the bid have not been completed, except if information required on Preferencing Schedule in respect of BBB- EE, is not attached, the bid will not be disqualified but no preference points will be awarded.
10. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
11. The bid has been submitted either in the wrong bid box or after the relevant closing date and time.
12. If any municipal rates and taxes or municipal service charges owed by the bidder (for both companies) or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than 1 month’s or 31 days and failure to submit proof of lease agreement of the Bidders and of any of its director renting a space. (For both companies and directors)
13. Failure to provide written proof of Bidders **registration** with relevant professional body within the Built Environment. (e.g SABBACO, CESA, ect).
14. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.
15. Principal Engineer must be qualified with B Eng/BSc/B Tech Degree in Civil Engineering and not professionally registered as a Pr Tech Eng or Pr Eng, having a minimum of 5 years working experience after academic qualifications and with less than 5 comparable projects handled and completed

BIDDER:

Initial: Authorized signatory/ies: 1.

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DR. JSMLM:

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16. Resident Engineer must be qualified with a minimum of a National Diploma in Civil Engineering, having a minimum of 5 years working experience after academic qualifications and with less than 5 comparable projects handled and completed
17. In case of foreign qualifications, proof from the Qualification Certification Body must be submitted from SAQA
18. Failure to attach proof of appointment of personnel (Principal engineer, design Engineer, Resident Engineer and Safety Engineer) in a form of appointment letters on company letter head.
19. Form of offer not completed and signed by the authorised signatory.
20. Not initializing all pages of the tender document
21. Document not fully completed
22. Failure to submit proof of the letter of Good Standing from the Department of Labour
23. Failure to complete a cost breakdown for professional fees (complete a Bill of Quantities).
24. Failure to provide a project proposal/ Methodology
25. Proof of Professional Indemnity Insurance of the Consultant to a minimum amount of **R 10 000 000.00** has not been submitted
26. Recent audited financial statement stating that the business is a going concern in line with Municipal Supply Chain Management Regulations are to be submitted.

NB: The municipality also reserves the right **not to** appoint the lowest bidder and to appoint the bid in whole or in parts. The municipality also reserves the right to appoint the bid based on its risk assessment. The panel to be appointed will be limited to Dr JS Moroka Local Municipality's budget availability and the discretion of the Accounting Officer.

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NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, DR. JS MOROKA LOCAL MUNICIPALITY (DR. JSMLM).
2. BID, TENDER AND VARIATIONS THEREOF
3. JOINT VENTURE / CONSORTIUM

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Initial: DR. JSMLM



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TERMS OF REFERENCE

FOR

APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

IMPLIMENTING AGENT: DR JS MOROKA LOCAL MUNICIPALITY

PROJECT CATEGORY: ROADS AND STORMWATER DRAINAGE SYSTEM

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BID NOTICE AND INVITATION TO BID



DR JS MOROKA LOCAL MUNICIPALITY

INVITATION TO BID

Tenders are hereby invited from bidders with necessary experience and compliance documents, have an active and are in good standing with the South African Revenue Services for the **APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS**

Take note that the successful tenderers from the panel will be allocated projects base on the SCM process and will be required to conduct investigation, design, construction monitory and supervision and close-out report on the project.

Tender documents will only be available from **30th of January 2024** and may be obtained from Dr JS Moroka Municipal Head Quarters at the cashier offices situated 2601/3 Bongimfundo Street, Siyabuswa during working hours 09h00 to 15h00 (Monday to Friday), upon payment of a non-refundable fee of **R 3 220.00 per document** or also will be obtainable online free of charge and may be downloaded from www.etenders.treasury.gov.za. Only cash or bank guaranteed cheques will be accepted and cheques are to be made payable to Dr JS Moroka Municipality. No tender documents will be sold beyond these dates.

A Compulsory Site meeting and Inspection will be held on 6th of February 2024 at DR JS Moroka Ga-Phaahla Community Hall, commencing at 11h00 (According to Municipality's time). Only tenders from Tenderers who attend the above tender meeting and have signed attendance register shall be considered.

All tenders and supporting documents shall be sealed in an envelope or package clearly marked **APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS.**

Duly completed tenders shall be placed in the tender box situated at the main entrance of Dr JS Moroka Local Municipality at 2601/3 Bongimfundo Street, Siyabuswa. No Fax or Late tenders will be accepted.

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Tenders will be evaluated on an 80/20-point system in terms of Dr JS Moroka Municipality's Supply Chain Management Policy in line with Preferential Procurement Framework of 2022.

Technical Enquiries: Mr M Z Skosana on (013) 973 9130; SCM Enquiries: Mr. A Masilela on (013) 9731101 from 07H45 to 16H15 Monday to Friday.

In all cases Tenders shall reach the stipulated address not later than 11h00 on 29th of February 2024 when tenders shall be opened and read in public.

**Ms. MM MATHEBELA
MUNICIPAL MANAGER
DR JS MOROKA LOCAL MUNICIPALITY**

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DEPARTMENT NAME: *TECHNICAL WORKS*

APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

TENDER RULES

Note to tenderer:

Only bidders with the necessary experience and capacity to execute these works satisfactorily and are in good standing with the South African Revenue Service (SARS) and the Department of Labour need submit a tender. Should the employer require more information in order to permit a full appraisal of the tenderer's experience and capacity to execute these works satisfactorily, such information shall be provided within one week of being called upon to do so.

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TENDER RULES

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20. TENDER RULES ARE BINDING

21. LANGUAGE OF THE CONTRACT

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1. LETTER OF TENDER

1.1 The tender shall be signed and witnessed on the letter of tender incorporated herein. The bill of quantities shall be fully priced and totaled in the currency of the Republic of South Africa to show the amount of the tender, and the summary thereof shall be signed. The certificates, schedules and forms contained in volume 3 shall be completed and signed by the tenderer, and this volume containing the required information and data shall be submitted with the other tender documents as required. All forms, certificates, schedules and the bill of quantities shall be completed and signed in black ink.

1.2 Where the space provided in the bound documents is insufficient, separate bills may be drawn up in accordance with the given formats. These bills shall then be bound together with a suitable contents page and submitted with the tender documents. All such schedules shall be signed.

2. SIGNING OF TENDER

The tender shall be signed by a person duly authorised to do so. All signatories, **including sole proprietors**, shall confirm their authority by attaching to the last page of this bid a duly signed and ***dated original or certified copy*** of the relevant resolution of their members or their board of directors, as the case may be on the company letterhead. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

3. TENDER ALL-INCLUSIVE

The tenderer shall allow in the tender for all design, labour, material, equipments, all taxes, levies, duties and everything necessary for the design, execution and completion of the works in accordance with the tender documents. Value Added Tax (VAT) shall be excluded from the rates and prices.

4. ALTERATIONS TO TENDER DOCUMENTS

4.1 No unauthorised alteration or addition shall be made to the letter of tender or to any other part of the tender documents. If any such alteration or addition is made or if other schedules or certificates are not properly completed, the tender may be rejected.

4.2 Tenders submitted in accordance with these tender documents shall be with qualifications as set out herein. The tenderer shall request employer at as early a date as possible during the tender stage to clarify any point which is difficult to interpret. Should it be found that a point in question is significant, the employer shall inform all the tenderers as early as possible.

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5. TENDER QUALIFICATION

Should the tenderer, despite the provisions of tender rule 4, wish to amend or qualify the tender documents, such amendment or qualification shall be expressly set out on FORM O: AMENDMENTS OR QUALIFICATIONS BY THE TENDERER with full details. Any qualification or amendment not appearing on form O shall not have any force or effect despite the fact that it may be contained elsewhere in the tender documents or in the covering letter to the tender. Any qualification or amendment appearing in a programme or which may be derived there from and which is submitted with a tender shall not have any force or effect unless it has been set out in writing on FORM O: AMENDMENTS OR QUALIFICATIONS BY THE TENDERER.

6. ALTERNATIVE TENDERS

6.1 No alternative tender shall be considered.

7. CONFIDENTIAL NATURE OF DOCUMENTS

7.1 All recipients of the tender documents (whether or not a tender is submitted) shall treat the details of the documents as confidential.

7.2 No part of any of the volumes relating to the tender may be reproduced without the permission of the Employer.

8. COST INCURRED BY TENDERER

The Employer shall not be responsible for, or pay for, any expenses or losses which may be incurred by the tenderer in the preparation and submission of the tender or in visiting the site in connection therewith.

9. ATTENDANCE AT SITE INSPECTION / TENDERERS' MEETING

9.1 The tenderer shall inform himself on the nature of the site and shall visit and inspect the site.

9.2 The Employer shall consider a tender only if the site inspection and/or tenderers' meeting arranged by the employer has been attended by a representative who must—

- (a) be suitably qualified to comprehend the implications of the work involved; and
- (b) be the tenderer himself or a person in the direct employ of the tenderer

10. TENDER ACCEPTANCE

10.1 The Employer does not bind himself to accept the lowest or any other tender.

10.2 The Employer will only consider tenders from tenderers who can prove to the satisfaction of the Employer that they:

- a) have the necessary financial resources to undertake and complete the work;

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- b) are experienced in the performance of work of a similar scope, complexity, extent and duration. In making an assessment in this regard, the Employer shall be entitled to have regard to inter alia the scope, complexity, extent and duration of previous work undertaken or tendered for by the tenderer;
 - c) have sufficient employees who possess the high level of skill and expertise commensurate with the type of work tendered for, which skill and expertise must be detailed in the tender.
- 10.3 The Employer reserves to himself the right, in his sole discretion, to reject any tender where it appears to the Employer that the tenderer does not comply with any of the requirements set out above.

11. TENDER WITHDRAWAL OR MODIFICATION PRIOR TO CLOSING DATE

- 11.1 Any tenderer has the right to withdraw, modify or correct his tender after it has been delivered, provided that the written request for such withdrawal, modification or correction, together with full details of such modification or correction is received at the address given for the submission of tenders before the closing date and hour set for the receipt of tenders.
- 11.2 The original tender as amended by such written or facsimile communication shall be considered the tenderer's offer.

12. TENDER WITHDRAWAL OR MODIFICATION AFTER CLOSING DATE

- 12.1 The Employer may ask any tenderer for a clarification of his tender, or to amend or adjust imbalanced tendered rates according to sub-rules 17.2 and 17.3; nevertheless no tenderer shall be permitted to alter his tender sum after the tenders have been opened. However, clarifications or amendments to imbalanced tendered rates which do not change the tender sum may be accepted.
- 12.2 Tenders shall remain valid for a period of ninety (90) days from the time set for the opening of tenders and no tender may be withdrawn during this period unless the employer informs the tenderer in writing before the end of this period that his tender is not accepted.
- 12.3 Should a tenderer amend (other than according to rule 17) or withdraw his tender after the time set for the receipt and opening of tenders and during the period of its validity, but prior to his being notified of the acceptance of his original tender, or should a tenderer, after having been notified that his tender has been accepted-
- o give notice of his inability to execute the contract in terms of his tender; or
 - o fail to sign a contract or furnish the performance security within the period fixed in the conditions reflected in the letter of tender or any extended period fixed by the employer; or

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- o fail to execute the contract according to the contract documents;

he shall pay either the difference between his tender and a less favorable tender accepted in terms of the provisions of sub-rule 12.4, or if the employer decides to invite fresh tenders, all additional expenses which the employer has to incur in this regard, as well as any difference between his tender and the accepted new tender; provided that the employer may fully or partly exempt a tenderer from the provisions of this sub-rule if he is of the opinion that the circumstances justify the exemption.

- 12.4 When, in the circumstances mentioned in sub-rule 12.3 it is not deemed desirable to invite fresh tenders, the employer may accept another tender from those already received.

13. CANCELLATION OF CONTRACT

13.1 If the Employer is satisfied that any person (being an employee, partner, director or shareholder of the tenderer or a person acting on behalf of or with the knowledge of the tenderer), firm or company-

- a) is executing a contract with the employer unsatisfactorily;
- b) has offered, promised or given a bribe or other gift or remuneration to any officer or employee of the in the Public SERVICE or in any Organ of State in connection with obtaining or executing a contract;
- c) has acted in a fraudulent manner or in bad faith or in any other unsatisfactory manner in obtaining or executing a contract with any government department, provincial administration, public body, company or person, or that he has managed his affairs in such a way that he has in consequence thereof been found guilty of a criminal offence;
- d) has approached an officer or employee of the Public SERVICE or in any Organ of State or in the SERVICE of the employer before or after tenders have been called for, to influence the award of the contract in his favour;
- e) has withdrawn or amended his tender after the time set for the receipt and opening of tenders;
- f) when advised that his tender has been accepted, has given notice of his inability to execute or sign the contract or to furnish the performance security required;
- g) has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for this contract, or as to the amount of the tender to be submitted by either party;
- h) has disclosed to any other person, firm or company the exact or approximate amount of his proposed tender except where disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the tender or

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(ii)

- a) had made any misrepresentation to the Employer, either in its tender documents or in any other manner whatsoever regarding the matters referred to in rule 10 above, or its experience, capability or potential to execute the works tendered for to the Employer's satisfaction;

the Employer may, in addition to any claim which he may have in terms of rule 12, and in addition to any other legal recourse, cancel any contract between the Employer and such person, firm or company and no tender from such person, firm or company will be favorably considered for such period as the Employer, in his sole discretion, may specify. Any cancellation in terms of this rule shall not entitle the tenderer to any claim for compensation or damages from the Employer.

- 13.2 If the Employer is satisfied that any person, firm, or company is or was a shareholder or a director or key employee of a firm or company which, in terms of sub-rule 13.1, is one from which no tender will be favorably considered for a specified period, the Employer may also decide that no tender from such person, firm or company shall be favorably considered for a specified period.
- 13.3 The Employer may reverse or amend any decision in terms of sub-rule 13.1
- 13.4 Any restriction imposed upon any person, firm or company shall, for the purpose of this rule, apply to any other undertaking with which such person, firm or company is actively associated. The expression "person, firm or company" shall include an authorised employee or agent of such person, firm or company.
- 13.5 The Employer may take any decision of a state tender board, provincial tender board or ~~parastatal~~ tender board with regard to the restriction of a tenderer as being applicable to tenders for the employer from such tenderer.
- 13.6 Decisions of the Employer in terms of sub-rules 13.1 to 13.4 and any revocation or variation of such decisions shall be communicated by the employer to all the tender boards concerned.
- 13.7 The Employer shall be entitled, notwithstanding anything to the contrary contained in the tender rules, not to consider any tender received from any person, firm or company where such person, firm, company or shareholder or director of such company is involved in any form of litigation or legal proceedings with the Employer or such litigation or legal proceedings is likely to be instituted in the near future.
- 13.8 For the purpose of the tender rules, the expressions "company", "shareholder" and "director" shall include a close corporation and member.

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14. LEGAL ASPECTS

- 14.1 Unless the employer agrees to the contrary in special cases, the laws of the Republic of South Africa shall be applicable to each contract created by the acceptance of a tender and each tenderer shall indicate a place in the Republic of South Africa and specify it in his tender as his *domicilium citandi et executandi* (permanent physical business address) where any legal process may be served on him.
- 14.2 Each tenderer shall undertake to accept the jurisdiction of the law-courts of the Republic of South Africa.
- 14.3 Each foreign tenderer shall state in his tender the name of his accredited agent in the Republic of South Africa in whom the necessary legal capacity is vested and who has been duly appointed to sign any contract.

15. SUBMISSION OF TENDERS

- 15.1 All tenders and supporting documents shall be submitted strictly in accordance with the instructions given in the official Tender Notice.
- 15.2 All tenders and supporting documents shall be sealed in an envelope or package clearly marked with the contract number and title.
- 15.3 Delivery of the tender shall be one of the following:
 - a) by hand, in which case the sealed envelope shall be deposited in the tender box at the address stated in the Tender Notice., or
- 15.4 Tenders shall reach the stipulated address not later than the closing hour and date given in the Tender Notice

16. ADDITIONAL INFORMATION REQUIRED

- 16.1 The Employer reserves the right, in his sole discretion, to call for further information. The Employer further reserves the right, in his sole discretion, to call for any clarification, amplification and/or further details relating to the rates, tariffs, margins or other information reflected in the tender, as well as details concerning the method and manner in which the tenderer intends to perform the work and the tenderer’s capabilities in that regard. The tenderer shall furnish such additional information within five days of being called upon to do so.
- 16.2 The tenderer shall make full allowance in the relevant billed rates for all costs in connection with the preparation of designs, drawings and construction; and furnishing the information required by the employer.

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16.3 The Employer reserves the right, in his sole discretion to appoint a firm of chartered accountants and/or other suitably qualified persons to report on the financial resources, standing with the South African Revenue Works regarding all taxes, including Value Added Tax, management structure and ownership of any tenderer and/or to verify the correctness of any of the information furnished to the Employer by the tenderer. The tenderer shall provide all reasonable assistance in such an investigation and shall, within three days from receiving any request for information pursuant to such investigation, comply with such request.

16.4 All written information submitted by the tenderer, together with and in support of his tender, or subsequently in response of a request for additional information from the Employer, shall be considered to form the basis on which the tender has been prepared and submitted.

16.5 Any failure on the part of the tenderer to supply information requested by the Employer, or to fully co-operate with any investigation, shall afford the Employer the right, in its sole discretion, to reject the tender.

18. DISQUALIFICATION OF TENDER

18.1 The tender of any tenderer who has not conformed to these tender rules and the instructions reflected in the official Tender Notice shall be disqualified

19. DELEGATION OF AUTHORITY BY THE EMPLOYER

The Employer may delegate any power vested in him by virtue of these rules to an officer or employee of the Employer.

20. STAMP DUTIES

All stamp duties in connection with the contract shall be paid by the Bidder

21. TENDER RULES ARE BINDING

The tender rules as well as the instructions given in the official Tender Notice shall be binding on all tenderers submitting tenders for the SERVICE or Works stated in the tender documents.

22. LANGUAGE OF THE CONTRACT

The tender documents have been drafted in English, and the English editions of the general conditions of contract and the standard specifications shall apply to this contract. Each contract which originates from the acceptance of the tender shall be interpreted and construed in English.

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CONDITIONS OF CONTRACT

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DESCRIPTION

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1. DEFINITIONS

1.1. In these General Conditions of Contract the following words and phrases shall have the following meanings ascribed to it unless in the interpretation hereof it is inconsistent with the context in which it is used.

1.2. Employer: shall mean Dr JS Moroka Local Municipality also referred to as “the Municipality” and shall include any official delegate of the Employer in respect of delegated authority.

1.3. Bidder/ Tenderer : shall mean the firm/s, company/s, partnership/s or joint venture as described in the schedule hereto and which is appointed by the Employer in terms of this Agreement; and legal successors to the Bidder .

1.4. Engineering works: shall mean such work to be performed by the Bidder in terms of this Agreement.

1.5. Contractor: shall mean the person or entity appointed by the Bidder to perform certain construction and construction engineering works in terms of a separate contract and shall include any Sub-Contractor or Dayworks Contractor who performs work in terms of an agreement entered into between such Sub-Contractor, Dayworks Contractor and the Contractor.

1.6. Project: the Works for which the Bidder is appointed for, as described under the scope of the Works.

1.7. Him/ Himself: shall mean the bidder.

2. INTERPRETATION

2.1. The **Employer** and the **Bidder** choose *domicilium citandi et executandi* at their respective addresses as stated in this contract where notices or processes or both arising out of or in connection with this agreement may be validly delivered to or served on them. Either contracting party may, at any time, by notice to the other contracting party, change its *domicilium citandi et executandi* to some other address, provided that such new address shall be in Republic of South Africa.

2.2. All references to days shall mean days of twenty-four (24) hours duration commencing at midnight (00.00) and which shall include non-working days unless otherwise stated.

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- 2.3. The headings of clauses in this agreement are for reference purposes only and shall not be taken into account in construing the context thereof.
- 2.4. In this agreement unless inconsistent with the context, the words “notice”, “notify”, “notification”, “certification” and “issue” shall connote an act to be carried out in writing.
- 2.5. In this agreement, unless inconsistent with the context, the masculine includes the other gender, the singular includes the plural and vice versa, and persons shall include bodies corporate.
- 2.6. Any document or notice sent by a party in terms of this agreement by prepaid registered post addressed to the other party at his *domicilium citandi et executandi* shall be deemed to have reached the other party within seven (7) days from date of posting.
- 2.7. This agreement constitutes the whole agreement between the parties and no variation, amendment or addition to any of the terms and conditions shall have any force or effect unless reduced to writing and signed by both the parties.
- 2.8. The law applicable to this agreement is the law of the Republic of South Africa.
- 2.9. The following documents shall constitute the contract between the Employer and the Bidder.
- Tender Notice
 - Tender Requirements
 - Tender Rules
 - Duties of the Firm
 - Form of Agreement
 - General Conditions of Contract
 - Schedule to General Conditions of Contract
 - Appendices to this document
 - Letter of Award

3. OBLIGATIONS OF THE BIDDER

3.1. Scope of Works

The scope of services to be implemented by the Firm shall be regarded as Normal Services as detailed in the Guideline For Services and Process for Estimating Fees for persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Notice 669 of 2021 and other amendments thereafter.

The scope of services required shall also include inception services, Concept and viability services, Design and Development Services, Documentation and Procurement Services, construction, Contract administration Services and Close out Services studies. Any Additional Services shall be agreed between the firm and the client before implementation.

The successful tenderer will be required to conduct on this Project a detailed analysis of the works required, compile and submit assessment reports wherein the bidder’s proposals will be

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contained, design and construct the electrification network as per the agreement with the employer.

3.2. Duty of care

The Bidder shall exercise all reasonable skill, care and diligence in the discharge of the Works agreed to be performed by it in terms of the Agreement. The Bidder shall be responsible for breach of professional duty by reason of any error, omission or neglect by the Bidder in connection with the work performed by it, or done under its auspices by subcontractors.

The Employer reserves the right to request all calculations and valuations and to have any valuation and calculation submitted by the Bidder checked and inspected with the knowledge of the Bidder by auditors or any person nominated by the Employer.

3.3. Exercise of Authority

a) Powers to certify

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

b) No authority to relieve from obligations

The Bidder shall have no authority to relieve any third party appointed by the Employer of any of their duties, obligations, or responsibilities under their respective Contracts or contract, unless expressly authorized by the Employer in writing to do so.

3.4. Safeguarding the Employer's data

- (i) The Bidder and the Employer shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Employer's data and to prevent any corruption or loss of the Employer's data.
- (ii) The Bidder shall ensure that a back-up copy of the Employer's data is made before it utilises the Employer's data, and every 2 days thereafter while it is utilising the Employer's data and that such copy is recorded on media from which the Employer's data can be re-loaded in the event of any corruption or loss of the Employer's data.
- (iii) In the event that the Employer's data is corrupted or lost as a result of any default by the Bidder the Employer shall have the option, in addition to any other remedies that may be available to it either under this Contract or otherwise, to elect either of the following remedies:
 - The Employer may require the Bidder at its own expense to restore or procure the restoration of the Employer's data using the back-up copy referred to in Clause 3.3.4(ii), or;

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- The Employer may itself restore or procure restoration of the Employer's data using the back-up copy referred to in Clause 3.3.4(ii) and shall be repaid by the Bidder .

3.5. Designated representative of the Bidder

The Bidder shall designate in writing on the company letterhead, a person to act as its representative and such person shall have complete authority to receive instructions and to give information to the Employer on behalf of the Bidder and shall act generally so as to facilitate communication between the Bidder and the Employer. The designated representative shall also act as the Engineer in terms of this contract. The designated representative must be a director or a partner of the Bidder.

3.6. Progress reports

The Bidder shall meet with the Employer as and when instructed by the Employer to discuss the progress of the Works. Where the Employer calls for reports, the Bidder shall render such reports at the frequency and in such form as may be specified or as otherwise agreed between the Employer and the Bidder .

Submission and receipt of these reports shall not prejudice the rights of either party under this Agreement.

4. OBLIGATIONS OF THE EMPLOYER

4.1. Information

The Employer shall furnish all available pertinent data and information and give such assistance as shall reasonably be required, for the carrying out by the Bidder of its duties under this Agreement. In the event that the Bidder would require additional information, he shall request same in writing from the Employer.

4.2. Decisions

The Employer shall give its decision on all matters properly referred to it in writing by the Bidder within a reasonable time so as not to impede the delivery of the Works.

4.3. Employer's designated representative

The Employer shall designate in writing a person to act as its representative for the execution of the contract and such person shall receive requests and submissions from the Bidder and shall ensure the timely response of the Employer and the conveying of instructions from the Employer and shall act generally so as to facilitate communication between the Employer and the Bidder.

4.4. Payment

The remuneration of the Bidder for the Works to be performed will be guided by the Bill of Quantities. Payment shall be made to the Bidder within 30 (thirty) days after the delivery by the Bidder to the Employer of a correct VAT invoice setting out the amounts due and payable.

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The percentage retention on the amount due to the Bidder is five (5%) on every invoice submitted.

4.5. Contract Price Adjustment

The amounts for the relevant payment items will be increased or decreased by the application of the relevant factors subject to agreement with the Employer and shall take into consideration ECSCA fee scale as legislated. Basic fees shall however be fixed in terms of approved fee scale as at the date of appointment. Disbursements shall vary from time to time depending on the circumstances and taking legislation into account.

4.6. Disputed invoices

If any part of an item in an account submitted by the Bidder is contested by the Employer, the Employer shall give prompt notice with reasons and shall invite the Bidder to submit an amended account for the undisputed portion of the original account. Such amended account shall be paid within the period stipulated in clause 3.4.4. The disputed portion of the original account shall be resolved promptly in discussion between the Employer and the Bidder .

5. LIABILITY AND INSURANCE

5.1. Insurance

The Bidder shall provide proof to the Employer and shall submit a policy of insurance to the Employer, in terms of which the Bidder is insured with a registered insurance company in the Republic of South Africa, or as otherwise approved by the Employer, in terms of a professional indemnity insurance policy providing cover for the obligations of the Bidder in terms hereof, but including inter alia the following:

- (i) Indemnity for loss, cost or damage suffered or incurred by the Employer or any person of the Employer and for any claim by any third party against the Employer resulting from any act, error, omission by the Bidder , its sub-contractors, agents, employees or any person performing Works under the control of the Bidder .
- (ii) Any claim by any person against the Employer resulting from death or injury to any person resulting from any act, error or omission by the Bidder any sub-contractor or person under the control of the Bidder in respect of the project.

5.2. Liability of the Employer to the Bidder

The Employer shall be liable to the Bidder arising out of or in connection with this Contract only if a breach of an obligation in terms of this Contract is established against the Employer. The Bidder shall have no separate delictual right of action against the Employer.

5.3. Indemnity by the Bidder

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The Bidder hereby indemnifies the Employer against all or any losses, damages, cost or expense which the Employer may sustain or incur by reason or in consequence of the failure by the Bidder to fulfil its obligations in terms of this agreement and also any loss or damage which the Employer may sustain or incur by reason or in consequence of any act or omission on the part of the Bidder.

6. COMMENCEMENT, COMPLETION, ALTERATION AND TERMINATION OF CONTRACT

6.1. Commencement

The Agreement is effective from the date of receipt by the Bidder of a Letter of Acceptance of Tender from the Employer.

Commencement of the Works will be from the date of the site handover and the Defect Liability period is twelve (12) calendar months counting from the date of the issue of a Completion Certificate.

6.2. Variations

This Agreement shall not be varied or amended unless such variation or amendment is agreed in writing and signed by duly authorised representatives of the Employer and the Bidder.

6.3. Assignment

(i) Assignment by the Employer
The Employer shall be entitled to cede, assign, delegate or otherwise dispose of its rights and obligations under this Agreement or any part thereof to any other body, and shall notify the Bidder of any changes as contemplated in this paragraph within 30 (Thirty) days from such change becoming final.

(ii) Non-assignment and Sub-letting by the Bidder

The Bidder shall not assign, cede, subcontract or otherwise dispose of its responsibilities, rights, title or interest under this Agreement or any part thereof nor delegate any of its obligations to any person or firm without the prior written consent of

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the Employer. In applying for such consent the Bidder shall notify the Employer of the identity of each such proposed SERVICE provider (or Sub-Contractor) together with the part(s) of the project it is proposed to perform.

This consent, if given, shall not imply an Agreement between the Employer and the SERVICE provider (or Sub-Contractor) or any responsibility or liability, on the part of the Employer to such third party. The Bidder shall ensure that all contracts with such third parties are made in writing and shall forward to the Employer a copy of each such contract forthwith upon its execution. Such contracts shall not relieve the Bidder from any liability or responsibility for the acts, neglect, omission or any default of its SERVICE providers or Sub-Contractor, including their agents, employees and workmen. Any cession, assignment, delegation, transfer or further subletting of such sub-contractors is prohibited without the prior written consent of the Employer.

6.4. Abandonment, suspension or termination

(i) By Notice of the Employer

- (a) The Employer reserves the right to postpone, cancel or abandon the whole of the works or any part thereof on giving 56 days written notification. Should the works be cancelled or abandoned or should the works be fully or partially frozen or postponed for a period exceeding two consecutive years, the appointment or Works of the Bidder be considered as terminated unless otherwise agreed.
- (b) In the event of the termination of the appointment of the Bidder the termination of the project as contemplated in 3.6.4 (i)(a), the Bidder, within 14 days of such termination calculate the value of the work executed in terms of this agreement. The Employer shall pay such amounts as may be due and payable to the Bidder in respect of Works rendered to the date of termination within 21 (twenty one) days of receipt of the Bidder's statement and invoice.
- (c) This agreement may be cancelled by the Employer in the event of but not limited to the following:
- The Bidder failing to provide a surety in accordance with the GCC, 3rd Edition 2015.
 - Failure by the Bidder to ensure that tender documents for invitations in respect of the project are prepared timeously and in accordance with the programme agreed with the Employer.
 - Failure by the Bidder to proceed with his obligations in terms of this agreement with due care, skill and diligence.

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- In the event of insolvency or liquidation of the Bidder.
- (d) Should the Bidder default as listed in clause 3.6.4 (i) (c), the Employer shall deliver a notice of cancellation to the Bidder and cancel the contract forthwith.
- (e) Where this agreement is cancelled in accordance with clause 3.6.4 (i) (d), the Bidder immediately vacate the site and hand over to the Employer all drawings, documents and papers which relates to the works either in printed or electronic form as may be prescribed by the Employer. The Bidder within 14 (fourteen) days after date of cancellation prepare an account of the Works rendered prior to date of such cancellation and no further payment shall be made to the Bidder until after completion of the project.
- (f) The Employer shall be entitled to deduct from any payment due to the Bidder any additional cost, losses, disbursements and damages incurred or sustained by the Employer by reason or in consequence of the cancellation of this agreement, or demand payment in terms of the surety.
- (g) The surety delivered by the Bidder in terms of this agreement shall remain in force until the completion of the project unless otherwise agreed.
- (ii) By Notice of the Bidder
- (a) The Bidder may cancel this agreement in the event of the failure by the Employer to make payment in terms of clause 3.4.4 and in the event of such default the Bidder notify the Employer of his intention to cancel this agreement and should the Employer remain in default for a period of 14 (fourteen) days after receipt of such notice the Bidder may notify the Employer of the cancellation of the agreement.
- (b) Where this agreement is cancelled as contemplated in clause 3.6.4 (ii) (a) then:
- All activity by the Bidder cease forthwith and the Bidder shall vacate the site.
 - The Bidder prepare an assessment of work performed. The Employer shall within 30 (thirty) days of receipt of the Bidder 's statement and invoice pay to him any amount due for any work executed prior to date of such cancellation.
 - The Employer shall not be liable to the Bidder for any loss of profit or damages suffered by the Bidders a result of cancellation of the agreement as contemplated in this paragraph.
- (iii) By reason of incapacity of the Bidder

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Should the Bidder, being an individual or the last survivor of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond its control from performing the obligations implied by the contract, the contract shall be terminated without prejudice to the accrued rights or either party against the other.

(iv) Rights and liabilities of parties

Termination of the contract shall not prejudice or affect the accrued rights or claims or liabilities of the parties.

6.5. Penalties

If the Bidder fail to complete the Works as defined in the contract by the dates for submission as agreed upon, or at the accepted extended dates for submission, the Bidder shall pay to the Employer such penalties as stipulated in the Table below:

| ITEM | DESCRIPTION AND AMOUNT FOR PENALTIES |
|------|--|
| 1. | The penalties for delays in submission of any requested documentation or report shall be R3500.00 (Excl VAT) per event, plus R3500.00 (Excl VAT) per day until rectified or submitted. |
| 2. | Penalties for non-performance shall be R5000.00 (Excl VAT) per event, plus R5000.00 (Excl VAT) per day until rectified. |
| 3. | Penalties for failing to complete the Works by the contractual completion date or approve extension of time for completion by Employer shall be R5000.00 (Excl VAT) per day beyond the stated completion date. |

The payment of penalties shall not relieve the Bidder from its obligation to complete the Works as defined in this contract or from any other liability or obligation. The Employer reserves the right to claim damages in lieu of penalties. The Employer shall deduct all payable penalties from the Bidder's claim for payment of work done.

7. OTHER PROVISIONS

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7.1. Law and jurisdiction

The contract shall be considered as a contract made in the Republic of South Africa and in accordance with South African Law.

7.2. Changes in legislation

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

7.3. Succession

The contract shall be binding on the successors in title, assignees, administrators, executors and heirs of either party.

8. OWNERSHIP, COPYRIGHT, INTELLECTUAL PROPERTY AND INDEMNITY IN USE

8.1. Ownership of documents and other data

- (i) On completion of the Works all documents received from the Employer together with all computer programs and other data prepared by the Bidder in connection with the Works as defined in the Contract with prior approval and at the expense of the Employer, shall be lodged with the Employer and become the property of the Employer.
- (ii) The Bidder not make any of the data, details or information available to any other party, for whatever reason, without the prior approval of the Employer and shall take the necessary step to safeguard against this happening.
- (iii) The Bidder acknowledges that the Employer's data is the property of the Employer.

8.2. Indemnity in use

Unless stated otherwise, the Bidder not be liable (either in contract or in delict) to the employer or any other party whatsoever as a result of the use with the permission of the Employer or the Bidder's documents and specifications in any project or works other than those detailed in the contract and the Employer hereby indemnifies the Bidder against any claim which may be made against it by any

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party whatsoever in any way arising out of the use with the permission of the Employer of such documentation for such other purpose as the aforesaid.

8.3. Copyright

Copyright of all documents prepared by the Bidder in terms of the contract shall, after due payment for the SERVICE, be vested in the Employer. The Bidder not delete or remove any copyright notices contained within or relating to the Employer's data.

8.4. Intellectual property rights

- (i) Computer programs and other data prepared by the Bidder in connection with the project with prior approval and at the expense of the Employer shall be lodged together with any software and/or intellectual property rights in relation thereto with the Employer and become the property of the Employer.
- (ii) Save as otherwise provided for herein, any and/or all software and/or intellectual property rights belonging to the Bidder any third party prior to the delivery of the Works in terms of this contract shall remain the property of the Bidder such third party and the Employer shall not in any manner whatsoever be entitled to use such software or intellectual property rights in any other manner not provided for herein without the written consent of the Bidder the third party.
- (iii) The Employer hereby reserves all intellectual property rights, which may subsist in the Employer's data and the Bidder not, without the Employer's written consent use, copy or communicate to a third party such data.

8.5. Intellectual property rights indemnity

- (i) Subject always to the Employer's proper observance of its obligations under this clause 3.8.5, the Bidder indemnify the Employer against all claims, demands, actions, costs, expenses (including but not limited to legal costs and disbursements on an attorney and own client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) in South Africa of any intellectual property right in connection with the receipt of the Works from the Bidder .
- (ii) The Bidder promptly notify the Employer if any claim or demand is made or action brought against the Bidder for infringement or alleged infringement of any intellectual property right.

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- (iii) The Employer shall promptly notify the Bidder if any claim or demand is made or action brought against the Employer to which clause 3.8.5 (i) may apply. The Bidder at its own expense conduct any litigation arising there from and all negotiations in connection therewith and the Employer hereby agrees to grant to the Bidder exclusive control of any such litigation and such negotiations.
- (iv) The Employer shall at the request of the Bidder afford to the Bidder all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Employer to which clause 3.8.5 (i) may apply or any claim or demand made or action brought against the Bidder to which clause 3.8.5 (ii) may apply. The Bidder reimburse the Employer of all costs and (including but not limited to legal costs and disbursements on an attorney and own client basis) incurred in so doing.
- (v) The Employer shall not make any admissions which may be prejudicial to the defense or settlement of any claim, demand or action for infringement or alleged infringement of any intellectual property right to which clause 3.8.5 (i) may apply or any claim or demand made or action brought against the Bidder to which clause 3.8.5 (ii) may apply.
- (vi) If a claim or demand is made or action brought to which clause 3.8.5 (i) may apply or in the reasonable opinion of the Bidder is likely to be made or brought, the Bidder at its own expense either:
 - (vii) Modify any or all of the products of the Works without reducing performance and functionality, or substitute alternative products of equivalent performance and functionality for any or all of the products, so as to avoid the infringement or the alleged infringement, provided that the terms of this Contract shall apply mutatis mutandis to such modified or substituted products of Works and such modified or substituted products shall be acceptable to the Employer, who will not unreasonably withhold such acceptance; or
 - (viii) Procure a royalty free licence to use the products of the Works on terms which are acceptable to the Employer.
- (ix) The foregoing provisions of this clause 3.8.5 shall not apply insofar as any such claim or demand or action is in respect of:
 - (x) Any use by or on behalf of the Employer of the products of the Works in combination with any item not supplied or approved by the Bidder where such use of the products directly gives rise to the claim, demand or action; or
 - (xi) Any modification carried out by the Employer or on behalf of the Employer by a third party to any product supplied by the Bidder under this Contract if such modification is not authorised by the Bidder in writing, or
 - (xii) Any use by the Employer of the products of the Works in a manner not reasonably to be inferred from the specification or requirements of the Employer.

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- (xiii) If modification or substitution in accordance with clause 3.8.5 (vi) above is not possible so as to avoid the infringement or the Bidder has been unable to procure a licence in accordance with clause 3.8.5 (vi), the Bidder be liable to replace or procure replacement of the products of the Works or part thereof together with additional costs incurred in implementing and maintaining such replacements, including any costs to the Employer.
- (xiv) The Employer hereby warrants that any instructions given in relation to the Bidder's use of any third party product supplied directly or indirectly by the Employer shall not cause the Bidder to infringe any third party's intellectual property rights in such product.

8.6. Conflict of interest/corruption and fraud

- (i) The Bidder neither:
- Offer or give or agree to give any person of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this contract or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this contract; nor
 - Enter into this contract if in connection with it commission or a reward of any type has been paid, offered or agreed to be paid to any person of the Employer by the Bidder on the Bidder's behalf or the Bidder's knowledge.
- (ii) In the event that the Employer comes to the opinion that any breach of clause 3.8.6 (i) has been perpetrated by the Bidder by anyone employed by the Bidder acting on the Bidder's behalf in relation to this contract or any other Contract with he Employer, the Employer may summarily terminate this contract by notice in writing to the Bidder and withhold all payments due to the Bidder for completed work. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Employer and provided always that the employer may recover from the Bidder such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.
- (iii) In the event that the Employer comes to the opinion that any contract with a Government or Public Sector body has been or was obtained by the Bidder through actions that mutatis mutandis are similar in nature to those barred in terms of clause 3.8.6 (i) by the Bidder by any one employed by the Bidder acting on the Bidder 's behalf in relation to such contract, the Employer may summarily terminate this contract by notice in writing to the Bidder and withhold all payments due to the Bidder for completed work. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Employer.

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- (iv) The Bidder has the obligation to report to the Employer all instances where employees of the Employer solicit gifts and/or commission from the Bidder .

8.7. Notices and Domicilia

- (i) Except as otherwise expressly provided, no notice from one party to the other shall have any validity under this contract unless made in writing by or on behalf of the Employer or as the case may be by or on behalf of the Bidder .
- (ii) Any notice whatsoever which either party hereto is required or authorised by this +- contract to give or make to the other shall be:
- Delivered by hand during the normal business hours of the recipient; or
 - Sent by prepaid registered post to the postal address chosen by the addressee.
- (iii) Any notice in terms of the provisions of the contract will be considered to be duly received:
- If delivered by hand, on the day of delivery, provided it was delivered to the chosen domicilium during normal business hours;
 - If sent by registered post as indicated in clause 3.8.7 (ii) within 14 days from the date it was posted.
- (iv) For the purpose of clause 3.8.7 (ii) above, the parties choose as their domicilia citandi et executandi for all purposes arising out or in connection with the contract the addresses as indicated in the contract
- (v) Either party may change its domicilium citandi et executandi as referred to in clause 3.8.7 (iv) to another physical address within the Republic of South Africa by notice as provided in clause 3.8.7 (ii)

8.8. Publicity and publication

- (i) Neither party shall use or disclose the name or any other material and information of the other to third parties, in publicity releases or advertising or for other promotional purposes, or cause publication in any journals, without securing the prior written approval of the other party.
- (ii) Both parties shall take all reasonable steps to ensure the observance of the provisions of clause 3.8.8 (i) by all their employees, agents, and SERVICE providers.

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- (iii) Notwithstanding the provisions of clause 3.8.8 (i) the Employer shall be entitled to publicise the Contract in accordance with any legal or quasi-legal obligation upon the Employer.

8.9. Confidentiality

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

8.10. Sole Contract

The Contract constitutes the entire understanding between the parties relating to the subject matter of the Contract and supersedes all prior representations, negotiations or understandings, proposals or prior arrangements, oral or written with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

The submission of this tender grants the Municipality the right to conduct verification, screening and/or vetting of all the submitted documentations; and the Municipality also reserves the right to appoint or not to appoint.

8.11. Severability

If any court of competent jurisdiction holds any provision of this Agreement invalid, illegal, unlawful or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Employer and the Bidder agree to meet and review the matter and if any valid and enforceable means is reasonably available to achieve the same objective as the invalid or unenforceable provision, to adopt such means by mutual agreement by way of variation of the Agreement.

8.12. Waiver

- (i) The failure of either party to insist upon strict performance of any provision of this Contract, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Contract.
- (ii) A waiver of any Default shall not constitute a waiver of any subsequent default.
- (iii) No waiver of any of the provisions of this Contract shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of clause B 44

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- (iv) No grant by the Employer or the Contractor to the other of any concession, waiver, condonation or allowance shall, in respect of any specific event or circumstance other than that in respect of which the grant was made, constitute a waiver of the rights of the grantor in terms of the Contract or an extopee of the grantor's right to enforce the provisions of the Contract.

8.13. Non renoucement of statutory powers

Notwithstanding any provision contained in this Contract or any right or obligations arising therefrom:

- (i) the Employer does not renounce any of its statutory powers; and
- (ii) both parties record the Employer's power to act in accordance with the existing or future acts of Parliament or regulations made by virtue thereof and that this Contract shall not affect such powers in any way whatsoever; and
- (iii) the Employer shall have the right to refuse to furnish any information or documentation that the Bidder may request in terms of this Contract if the Employer is of the opinion, based on reasonable grounds, that such information or documentation is confidential, or if the disclosure of such information or documentation will infringe another party's copyright or any other right or breach a relation of trust between the Employer and another party.

8.14. Force Majeure

- (i) For the purpose of this Agreement the expression "*Force Majeure*" shall mean a cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) acts of God, fire, flood, or any disaster, governmental regulations, war, rebellion or other military action. Any act, event, omission, happening or non-happening will only be considered *Force Majeure* if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the effected party, its employees, agents, Sub-Contractors or SERVICE providers.
- (ii) Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages whether directly or indirectly caused to or incurred to the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to *Force Majeure*. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of such obligations hereunder for the duration of such *Force Majeure* event.
- (iii) If either of the parties shall become aware of circumstances of *Force Majeure* which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that failure or delay shall continue.

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It is expressly agreed that any failure by the Bidder to perform or any delay by the Bidder in performing its obligations under this Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Bidder have entered into any such contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to *Force Majeure* only in the event that such person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or subcontract or otherwise as a result of circumstances of *Force Majeure*.

- (iv) If a party fails to inform the other party of the *Force Majeure* event concerned as set out in this Clause, then such party shall thereafter not be entitled to refer to or rely on such *Force Majeure* as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if a *Force Majeure* event is known by both parties or the party is unable to inform the other party due to the *Force Majeure* event.
- (v) If the *Force Majeure* continues for more than 90 (ninety) days, either party shall have the right to terminate this Contract with immediate affect.

8.15. Dispute resolution

- (i) Negotiation

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

- (ii) Mediation

Any dispute or difference of opinion arising out of this Agreement, which cannot be settled between the parties may, with the consent of both parties, be referred without legal representation to the mediation of a person mutually agreed upon, or failing agreement, of a person nominated by the President (officiating at the time) of the South African Institution of Civil Engineering. The parties shall, within 14 days of the appointment of the mediator, or any such period as the parties may subsequently agree, confer with the mediator to agree the structure and programme for the mediation

The costs and fee of the mediator shall be borne equally by the Bidder and Employer, and shall be due and payable to the mediator on presentation to them of his written accounts.

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APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

The mediator shall on conclusion of the agreed process provide his opinion and recommendations on the resolution of the dispute. If notice has not been served in writing within 28 days, by either Party on the other disputing the opinion and recommendations of the mediator the opinion[s] of the mediator shall be final and binding on the parties and shall not be subject to further dispute.

(iii) Litigation

After negotiation as referred to in Clause 3.8.15 (i) has been declared to have failed,

- if either party is unwilling to agree to mediation
- or should the mediation fail,
- or should either party be dissatisfied with the opinion of the mediator, and within 28 days of having received the opinion has notified the other party in writing of its dissatisfaction;

either party may serve process instituting action arising out of the dispute in a competent court.

9. CONTRACT SPECIFIC DATA

| CONTRACT SPECIFIC DATA | |
|------------------------|------|
| Clause | Data |

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APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

| | |
|----------|--|
| 5.3.1 | <p>The documentation required before commencement with Works execution are :</p> <p>Health and Safety Plan (Refer to Clause 4.3)Initial program (Refer to Clause 5.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p> <p>All the Provisional Sums items are to subjected to submission of three quotation and approvalfrom the Municipality prior to any appointment.</p> |
| 5.3.2 | The time to submit the documentation required before commencement with Works execution is14 days. |
| 5.4.2 | The access and possession of Site shall not be exclusive to the bidder but as set out in theSite Information. |
| 5.8.1 | <p>The non-working days are Sundays.The special non-working days are :</p> <p>(i) South African public holidays;</p> <p>(ii) The year-end break commencing on 15 December and ending on 9 January.</p> |
| 5.12.2.2 | Extension of time due to abnormal rainfall will be determined in accordance with the principles as set out in the GCC, 3rd Edition 2015 to the Scope of Works: Extension of time due to abnormal rainfall. |
| 5.13.1 | The penalty for failing to complete the works is R5 000/day. Penalties will only be applied for a maximum of 2 months and termination process will take place thereafter. |
| 5.16.3 | The latent defect period is 10 years. |
| 6.2.2 | Additional retention in lieu of performance guarantee will not apply. The Contractor shall submitthe selected security to the Employer before commencement with Works execution. |
| 6.8.3 | Price adjustments for variations in the costs of special materials are allowed. |

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APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

| | |
|-----------|---|
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80%. |
| 6.10.3 | The limit of retention money is 10%. |
| 6.10.4 | The limit of contingencies shall be 10% and shall form part of the contract amount. |
| 6.10.5 | The Community Liaison Officer will be on site until the issue of completion certificate. |
| 6.10.6 | Labourers shall be paid using the recent labour rate determined by the SA Department of employment and labour. |
| 8.6.1.1.2 | The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil. |
| 8.6.1.1.3 | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R250 000.00. |

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5. SCOPE OF THE WORKS

SCOPE

The Engineering services required of the Consulting Firm will be those in connection with the investigations, design and construction monitoring, supervision, and close-out report of the project.

The successful Consulting Firm will be required to conduct on this Project, a detailed analysis of the works required, compile and submit assessment reports wherein his proposals will be contained, design the system as per the agreement with the DR JS MorokaLocal Municipality.

DESCRIPTION OF THE PROJECT

APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS & STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKALOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

The construction works to be monitored and supervised by the Consulting Firm shall include all related works which the Consulting Firm shall have designed and quantified himself after an agreement with the DR JS Moroka Local Municipality. The contract supervision period will be for the duration of the Construction period as indicated in the bill of quantities, commencing from the date of award of contracts to Contractor(s). It is advised that Consulting Firms use as guideline, the latest ECSA fee scale published in terms of the Engineering Professions Act (Act 46 of 2000) and applicable at the time of tender. Consultants shall be guided by a construction cost estimate for the above project(s) as provided by the DR JS Moroka Local Municipality.

Investigation process

The Engineer shall after been exposed to site, familiarise himself with the site for the purpose of conducting investigations. In terms of this project, the appointed Consulting Firm shall be expected to undertake works which include inter alia the following activities:

- Business/ Implementation plan development
- Inception and Scope Identification Report;
- Preliminary designs Reports;
- Detailed designs Reports;
- Compilation of tender documents
- Adjudicate and tenders and compile tender adjudication reports
- Contract administration, construction monitoring and supervision

Unless specified otherwise in writing the Consulting Firm shall comply with the submission dates listed below, failure which the DR JS MorokaLocal Municipality shall apply penalties in terms of this contract.

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| Description | Action/Submission Date |
|--|--|
| Draft inception and Scope Identification Report | Within 30 calendar days of the date of appointment |
| Final inception and Scope Identification Report | Within 7 calendar days of the date of approval of draft Inception and Scope Identification Report |
| Preliminary designs Reports (PDR) | Within 30 calendar days of the date of approval of the letter of appointment |
| Detailed Design Reports (DDR) | Within 7 calendar days of the date of approval of Preliminary designs Reports (PDR) |
| Draft tender Document | Within 15 calendar days of the date of approval of Preliminary designs Reports (PDR) |
| Final tender document | Within 5 calendar days of the date of approval of draft Tender Document |
| Tender evaluation report(s) | Within 5 calendar days from the date of closing of tenders |
| Monthly progress reports | Within first 5 calendar days of commencement of the month |
| Minutes of the monthly site meeting | Within 7 calendar days of the date of the site meeting |
| Any other reports required by the DR JS MOROKALOCAL Municipality | Within 5 calendar days of the date of the notice (Unless in an emergency situation where a deadline has been separately given) |

Training and Skills Development

Where necessary and on instruction by the DR JS Moroka Local Municipality, the Consulting Firm shall be required to provide services relating to training of emerging Contractors or/and individuals on and off-site through the Construction CETA Accredited Training Institution(s)/Authority(ies) or as approved by the DR JS Moroka Local Municipality. Training to be provided to Contractors and/or individuals shall include but not limited to aspects relating to construction. The Consulting Firm shall be responsible for monitoring the performance of the appointed Training Institution(s) and shall submit regular monthly reports to the DR JS Moroka Local Municipality. Further reports required from the Consulting Firm relating to training shall be submitted as and when required.

EXECUTION OF ENGINEERING SERVICES

Programme of Activities

The Consulting Firm shall submit a programme indicating the project milestones to the DR JS Moroka Local Municipality within 14 (fourteen) days of the date of the letter of acceptance of tender.

Preparation of Tender Documents

The Consulting Firm shall be expected to compile a tender document for which the various standard specifications shall be approved by the DR JS Moroka Local Municipality

The following documents shall form part of the Tender Document:

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- (a) VOLUME 1: The General Conditions of Contract (GCC2015), issued by the South African Institution of Civil Engineering (SAICE).
- (b) VOLUME 2: Works related Standard Specifications approved by the DR JS MorokaLocal Municipality.
- (c) VOLUME 3: The Project Document, which format shall be provided by the DR JS MorokaLocal Municipality.
- (d) VOLUME 4: The Standard Drawings or drawings for Tender Purposes as approved by the DR JS MorokaLocal Municipality.

The Consulting Firm’s duties will include:

- The compilation of Volume 3 (Project Document) in accordance with the DR JS Moroka Local Municipality’s requirements and production of 3 draft documents, for the purpose of discussion with and acceptance by the DR JS MorokaLocal Municipality.
- The correction and amendment of the draft Volume 3, and 4 (if, or as, required).

Advertising inviting tenders

The Consulting Firm shall on instruction by the DR JS Moroka Local Municipality, prepare the tender advertisement in accordance with the DR JS Moroka Local Municipality’s standard requirements and submit the advertisement to the DR JS Moroka Hani Local Municipality, who shall place the advertisements with the relevant publications.

Consulting Firms Meeting for Works

A Consulting Firms Meeting shall be held in lieu of a Site Inspection Meeting. The Consulting Firm shall in agreement with the DR JS Moroka Local Municipality arrange and conduct the meeting.

Arrangements will include:

- (a) Acquiring a suitable venue
- (b) Preparing the agenda and all necessary visual aids.
- (c) Providing an attendance register
- (d) Providing additional sets of tender documents
- (e) Keeping minutes of the meeting

Additional notes:

Unless otherwise instructed, 6 sets of tender documents, each with an additional bill of quantities (unbound) shall be available at the site inspection.

The fee for the tender documents if prescribed must be collected from the person taking them, names and addresses recorded and all passed on to the DR JS Moroka Local Municipality. In the case of payment by cheque, the name of the company must be clearly printed on the cheque and the cheque made payable to DR JS MorokaLocal Municipality.

PROCEDURE AT SITE INSPECTION

The DR JS Moroka Local Municipality’s Representative will open the meeting by introducing himself and welcoming all present. He will then introduce the DR JS Moroka Local Municipality’s personnel, the DR JS Moroka Local Municipality’s agent, if any, (for example, a District Representative) and the DR JS Moroka Local Municipality’s Consulting Engineer.

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He may then hand over to the Consulting Engineer who will, thereafter, conduct the meeting along the following lines:

The Agenda for the meeting and the arrangements for the day should be outlined. The stages of the proceedings will include the following:

- Announce any amendments made to the tender documents (including change to date for submission of tenders).
- Mention the need for Consulting Firms to complete and sign the attendance register.
- Describe the works with as much detail as is required for specific items or operations.
- Invite questions.
- Remind those present that, before leaving, they must complete and sign the FORM A: "CERTIFICATE OF CONSULTING FIRM'S VISIT TO THE SITE" and get it signed by the DR JS Moroka Local Municipality's Representative.

Description of the works should include the requirements in respect of the Engineer's office.

Estimate:

It is sound practice which is expected from a Consulting Firms not to divulge the estimate for the project during site inspections. Knowledge of the estimated cost can influence the values of tenders submitted and it is not unknown for estimates to be significantly out of the range of the tenders received and shortlisted for detailed evaluation.

Attendance Register:

At the conclusion of the meeting the DR JS Moroka Local Municipality's Representative shall:

- (a) Ensure that the date of the Inspection or Meeting is recorded on the attendance register.
- (b) Cross out any unused space below the last entry
- (c) Write his name and sign the Attendance Register in the appropriate places.

Tender Evaluation

The DR JS Moroka Local Municipality shall through its internal Bid Evaluation and Adjudication Committees evaluate and award contract to the successful Consulting Firm. The DR JS Moroka Local Municipality may however at sole discretion utilised the Consulting Firm to undertake a tender evaluation process in part or full.

Contract Documents for the Works

- (a) The Consulting Firm shall produce two sets of contract documents for signature and one for office use, and together with the tender documents submitted by the successful Consulting Firm as his tender, and shall deliver them to the office of the **Manager Technical Services, DR JS Moroka Local Municipality, Stand No. 2601/3, Siyabuswa 0472 Mpumalanga Province**, within one week of the award of the contract.
- (b) Each set of contract documents to be prepared for signature shall include Volume 3 of the tender documents which shall be a photocopy of the original document completed and submitted by the successful Consulting Firm, and any amendments and/or corrections made in terms of clauses 6 and/or 17 of the tender rules shall be made herein.
- (c) The following shall be bound at the back of Volume 3, or bound together as a separate volume and, in either case, a table of contents shall be provided:
 - All addenda issued, together with receipt of same completed and signed by the successful Consulting Firm.

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- All letters, statements and documents submitted by the successful Consulting Firm with his tender
 - All correspondence between the Consulting Firm and the successful Consulting Firm prior to tender acceptance.
 - The letter of acceptance of tender.
 - The Contractor’s letter of acceptance
- (d) The contract documents shall comprise all the documents mentioned in (b) and (c) above, together with Volumes 1 and 2 and the guarantee, which shall remain a separate document.

Management and Supervision of the Contract

The Consulting Firm will be required to provide the following key personnel together with all necessary support personnel required for the competent management and supervision of the contract. An organogram shall be submitted with the tender.

Key personnel:

- (a) Project Leader

The Project Leader will be responsible for the overall management and supervision of the Works. His duties shall be as set out in the General Conditions of Contract (GCC 2015) (which General Conditions of Contract will apply to the Works).

The “Engineer” shall be registered with the Engineering Council of South Africa or other international body recognised by the DR JS Moroka Local Municipality.

- (b) Site Personnel

Site Supervision shall be conducted by an Engineer’s Representative and where necessary, his Technical Assistant and other personnel required by the DR JS Moroka Local Municipality. The Site Management Team will be responsible for the co-ordination and management of the day-to-day activities of the Works. Unless agreed otherwise, the Site Supervision shall be on a full time basis.

Duties will also include responsibility for Training and Mentoring functions. The Engineer’s Representative will be dedicated to this project and may not work on any other work for the duration of this contract unless agreed otherwise with the DR JS Moroka Local Municipality.

- (c) The Consulting Firm shall state in his tender, on Form C included herewith the names of the above key personnel he proposes to employ and shall submit their CVs with contactable references, and should state relevant experience pertaining to this project. Key personnel who may work on an *ad hoc* basis should be included.

The competence and experience of the Consulting Firm's proposed key personnel will be evaluated by the DR JS Moroka Local Municipality when evaluating tenders.

- (d) The category of each proposed key person shall be indicated on Form C. The following definitions shall apply:
- Category A shall mean a top practitioner whose expertise is nationally or internationally recognised and who provides advice at a level of specialisation where such advice is recognised as that of an expert.
 - Category B shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors, or co-members, bears the risks of business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.

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- Category C shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such a person performs work of an engineering nature at this level.
 - Category D shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.
- (e) None of the personnel mentioned under (a) and (b) shall be replaced during the course of the Works contract without the written approval of the DR JS Moroka Local Municipality. The names and signed CVs with contactable references of the proposed replacements shall be submitted to the DR JS Moroka Local Municipality at the earliest opportunity.
- (f) The DR JS Moroka Local Municipality shall be entitled to instruct the Consulting Firm to remove forthwith from the Works any person employed by the Consulting Firm on or about the execution of the Works who, in the opinion of the DR JS Moroka Local Municipality, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the DR JS Moroka Local Municipality on reasonable grounds to be undesirable.

Housing and Office Accommodation

It shall be the responsibility of the Consulting Firm to provide housing and/or office accommodation for the above personnel. However, an individual office and carport will be provided for the Site Personnel, through the Works or as approved otherwise by the DR JS Moroka Local Municipality.

Frequent inspections and monitoring of the works will be required and therefore personnel will need to be housed at a convenient location, either in suitably situated permanent houses/flats or in portable accommodation.

Transport

The Consulting Firm shall provide suitable transport arrangements for the Engineer and Site Personnel.

Duties of the Consulting Firm

- (a) The Consulting Firm shall ensure that all the Works required under the Works are carried out timeously and satisfactorily and shall apply effective financial control.
- (b) The Consulting Firm shall be responsible for the normal duties associated with the management and supervision of a Works contract, which duties shall, *inter alia*, include:
- Monitoring and reporting of the Contractors' programme
 - Implement Engineer's quality control plan
 - Monitor Contractors' quality control plan
 - Site audits, inspection, quality control testing, approval, rejection of work
 - Measurement and certification of completed work inclusive of cash flow forecasts and job creation forms
 - Regular Site Meetings with Contractors and DR JS Moroka Local Municipality
 - Environmental control
 - Monitoring and reporting of Contractor's
 - Supervision of traffic accommodation arrangements.

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- Act as the Agent of the DR JS Moroka Local Municipality for the fulfilment of the duties imposed on DR JS Moroka Local Municipality by the Construction Regulations to the Occupation Health and Safety (OHS) Act.
- Assisting with setting up of Project Liaison Committee's and where necessary may be required to employ a Public Liaison Officer as part of his site team."

Duties of the Site Personnel

(a) Normal Duties

In addition to duties related to the normal day-to-day activities of the Works, the Site Personnel may be required to assist with the supervision of separate contracts. Where the Consulting Firm shall incur the cost as a result thereof, the breakdown of cost analysis shall be prepared and submitted to the DR JS Moroka Local Municipality for approval prior to implementing. The Site Personnel may be required to represent the DR JS Moroka Local Municipality at community forums, local fire protection associations and other relevant association when instructed.

(b) Incident Reporting Functions

The Site Personnel's role in Incident Management System shall be the collection and analysis of the incident data, to facilitate the co-ordination and co-operation of all organisations/agencies. Incident reporting shall include work related and any other incident that may occur or have occurred on site during and after normal working hours. Incidents shall be reported in a format discussed with and approved by the Dr JS Moroka Local Municipality.

(c) Occupational Health and Safety (OHS) Functions

The Consulting Firm shall Act as an Agent of the DR JS Moroka Local Municipality on OHS related functions and shall assume all duties and responsibilities assigned to the DR JS Moroka Local Municipality in terms of the Occupational Health and Safety Act 85 of 1993 as amended from time to time. This shall include delegating or appointing a member of their Project Head Office Staff or a Site Personnel to carry out duties relating to compilation of safety plan(s) as well as safety inspection and auditing.

Reports

The Consulting Firm shall prepare the various progress and monthly reports required by the DR JS Moroka Local Municipality. In addition, upon completion of the Works, a draft Contract Report followed by a final Contract Report shall be prepared by the Consulting Firm. All these reports shall be prepared in a format discussed with and approved DR JS Moroka Local Municipality.

Payment for these items shall be included in the sum per month for Management and Supervision of the Works.

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6. MINIMUM QUALIFYING REQUIREMENTS FOR PROSPECTIVE SERVICE PROVIDERS

The following are the prerequisite for the Interested Companies to qualify for further evaluation. Non submission of any of the below shall lead to disqualification:

- Prospective Service Provider must be a registered company within South African laws that governs registration of companies. Company registrations certificate / shareholding certificate should be attached.
- The Bidder should have within its board of directors a Professional Engineer(s) or Technologist(s) or Technician(s) registered with Engineering Council of South Africa who shall be accountable for the designs.

The Prospective Service Provider shall together with his/her proposal submit the following. Non submission of any of the below shall lead to disqualification:

- Company registration certificates for both companies
- Valid Tax Clearance pin for both companies
- Proof Municipal rates and accounts of both companies not owing more than three months; or Proof of lease agreement if any of the company is renting.
- Proof Municipal rates and accounts of directors for both companies not owing more than three months; or Proof of lease agreement if any of the directors is renting.
- Certified copies of identity documents and qualifications of all personnel to be used in the project.
- Proof of company experience for the bidder and personnel with contactable references
- Certified copies of any registration certificate(s) required for personnel and bidder
- Professional Indemnity Insurance to a minimum value of **R 10 000 000.00**

7. CONTAINMENT / FORMAT OF THE BUSINESS PLAN or PROPOSAL

The format of the Business Plan for the Project should be structured as follows (paper colours to be used are optional and indicated on side):

1. Background and Introduction - WHITE
2. Executive Summary / Problem Statement - WHITE
3. Objectives - WHITE
4. Technical Approach and Methodology - PINK
5. Proposed Design of the project - PINK
6. Resources and Materials availability and management
7. Occupational Health and Safety Issues - WHITE
8. Environmental, Risk and Quality Management – WHITE
9. Existing Services - WHITE
10. Project Deliverables - YELLOW
11. Proposed Implementation plan – YELLOW
12. Bill of Quantities- YELLOW
13. Project Execution and Costing - YELLOW

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- 14. Proposed Project team structure/ organogram - GREEN
- 15. Previous related Projects Completed - PINK
- 16. Socio Economic Analysis - PINK
- 17. Attachments together with Affiliations certificates “if any” – WHITE

8. TIME FRAME

- Prospective Service Provider should on their proposals indicate the projected time frame schedules indicating activities to be performed at specific period.
- The projection for the project completion must be on or before the agreed completion date from the site hand-over meeting. (Tested & commissioning/energized).

8.1. MANAGEMENT AND SUPERVISION OF THE CONTRACT

8.1.1. Personnel

The Bidder will be required to provide the following key personnel together with all necessary support personnel required for the implementation of the contract. A project organogram shall be submitted with the tender.

Key personnel:

(a) Principal Engineer/Team Leader

The “Engineer” will be responsible for the overall management and supervision of the Works. His duties shall be as set out in the General Conditions of Contract (GCC, 3rd Edition 2015) and any other latest edition thereof (which General Conditions of Contract will apply to the Works).

The “Engineer” shall be registered with the Engineering Council of South Africa or other international body recognized by the Employer.

(c) Site Personnel

Site Supervision shall be conducted by an Engineer’s Representative and where necessary, his Technical Assistant and other personnel required by the Employer. The Site Management Team will be responsible for the co-ordination and management of the day-to-day activities of the Works. Unless agreed otherwise, the Site Supervision shall be on a full time basis.

Duties will also include responsibility for Training and Mentoring functions. The Engineer’s Representative will be dedicated to this project and may not work on any other work for the duration of this contract unless agreed otherwise with the Employer.

- (c) The tenderer shall state in his tender, on Form C included herewith, the names of the above key personnel he proposes to employ and shall submit their CVs with contactable references, and should state relevant experience pertaining to this project. Key personnel who may work on an *ad hoc* basis should be included.

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The competence and experience of the tenderer's proposed key personnel will be evaluated by the Employer when evaluating tenders.

- (d) The category of each proposed key person shall be indicated on Form C. The following definitions shall apply:
 - Category A shall mean a top practitioner whose expertise is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
 - Category B shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with his other partners, co-directors, or co-members, bears the risks of business, takes full responsibility for the liabilities of such practice, performs work of a conceptual nature in engineering design and development, provides strategy guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
 - Category C shall mean all salaried senior professional and technical staff performing work of an engineering nature and who carry the direct technical responsibility for one or more specific activities related to the project. A person referred to in Categories A or B may also fall in this category if such a person performs work of an engineering nature at this level.
 - Category D shall mean all other salaried technical staff performing work of an engineering nature under the direction and control of any person contemplated in categories A, B or C.
- (e) None of the personnel mentioned under (a) and (b) shall be replaced during the course of the Works contract without the written approval of the Employer. The names and signed CVs with contactable references of the proposed replacements shall be submitted to the Employer at the earliest opportunity. The proposed replacements shall be in possession of the minimum qualification required in this bid.
- (a) The Employer shall be entitled to instruct the Bidder to remove forthwith from the Works any person employed by the Bidder on or about the execution of the Works who, in the opinion of the Employer, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Employer on reasonable grounds to be undesirable.

8.1.4. Duties of the Bidder

- (a) The Bidder shall ensure that all the Works required under the Works are carried out timeously and satisfactorily and shall apply effective financial control.
- (b) The Bidder shall be responsible for the normal duties associated with the designs, construction, management and supervision of a Works contract, which duties shall, *inter alia*, include:
 - Monitoring and reporting of the construction works
 - Construction of the works, procurement of materials, recruitment and appointment of local skilled and unskilled labourers, recruitment and appointment of local sub-contractor/s.
 - Implement Engineer's quality control plan
 - Monitor Contractors' quality control plan
 - Site audits, inspection, quality control testing, approval, rejection of work
 - Measurement and certification of completed work inclusive of cash flow forecasts and job creation forms

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- Regular Site Meetings with Contractor/s,
- Environmental and risk management and control
- Monitoring and reporting of Contractor’s commitments
- Supervision of traffic accommodation arrangements.
- Act as the Agent of the Employer for the fulfilment of the duties imposed on Employer by the Construction Regulations to the Occupation Health and Safety (OHS) Act.
- Assisting with setting up of Project Liaison Committee’s and where necessary may be required to employ a Public Liaison Officer as part of his site team.”
- Prepare and submit on time any other requested project related reports.

8.1.5. Duties of the Site Personnel

(a) Normal Duties

In addition to duties related to the normal day-to-day activities of the Works, the Site Personnel may be required to assist with the supervision of separate contracts. Where the Bidder shall incur the cost as a result thereof, the breakdown of cost analysis shall be prepared and submitted to the Employer for approval prior to implementing. The Site Personnel may be required to represent the Employer at community forums, local fire protection associations and other relevant association when instructed.

(b) Incident Reporting Functions

The Site Personnel’s role in Incident Management System shall be the collection and analysis of the incident data, to facilitate the co-ordination and co-operation of all organizations/agencies. Incident reporting shall include work related and any other incident that may occur or have occurred on site during and after normal working hours. Incidents shall be reported in a format discussed with and approved by the Employer.

(c) Occupational Health and Safety (OHS) Functions

The Bidder shall Act as an Agent of the Employer on OHS related functions and shall assume all duties and responsibilities assigned to the Employer in terms of the Occupational Health and Safety Act 85 of 1993 as amended from time to time. This shall include delegating or appointing a member of their Project Head Office Staff or a Site Personnel to carry out duties relating to compilation of safety plan(s) as well as safety inspection and auditing.

8.1.6 Reports

The Bidder shall prepare the various progress and monthly reports required by the Employer. In addition, upon completion of the Works, a draft Contract Report followed by a final Contract Report shall be prepared by the Bidder. All these reports shall be prepared in a format discussed with and approved by the Employer.

Payment for these items shall be included in the sum per month for Management and Supervision of the Works.

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9. SELECTION CRITERIA

The municipal SCM policy, MFMA & National Treasure Guidelines will be used for evaluation of prospective service providers as per the approved scoring system by the specification committee.

The 80/20 point system shall be used for Evaluation of proposals in terms of Preferential Procurement Point Framework Act.

9.1. EVALUATION METHODOLOGY

Tenders shall be opened, read and recorded in public after closing. Tenderers shall after closing of tenders submit one bid document containing price, technical proposal with necessary and prescribed documentation attached thereto.

It must be noted that technical proposals are required and must be submitted with this tender. Where technical proposals are not submitted, the tender shall be disqualified. Tenders will be evaluated as follows:

9.2. TENDER RESPONSIVENESS

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

Functionality:

| Criteria | Points awarded |
|---|----------------|
| Qualifications and competence of the key staff (Personnel to be assigned to a project on award of a project assignment) | 50 |
| Demonstrated Company/firm experience (past projects verified to be successfully completed) | 30 |
| Organization's membership of relevant representative professional organization/body. (Proof of membership must be submitted) | 20 |
| TOTAL | 100 |

Technical Approach and Methodology: (Maximum points obtainable 100, score of 90 points overall will qualify a bidder for further evaluation)

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| Evaluation Criteria | Minimum Required | Elimination Factor | Points obtainable | Points Claimed |
|----------------------------------|--|--------------------|-------------------|----------------|
| Technical Approach & Methodology | As per the proposal format given below | Yes | 100 | |

Evaluation Schedule: Approach Paper

The approach paper must respond to the proposed scope of work/project design and outline the proposed approach / methodology and work plan complete with time frames, and where relevant and appropriate, propose the scope of work and / or modifications to the scope of work. The approach paper should articulate what the bidder is offering to provide for the price offered in the pricing data.

The bidder must as such explain his / her understanding of the objectives of the assignment and the Municipalities stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. They should explain the methodologies they propose to adopt demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work proposed by the Department. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements.

The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should form the basis of the scope of work incorporated in the contract with the successful bidder. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.

The bidder must attach his / her approach paper to this page.

The scoring of the approach paper will be as follows:

| | Technical Approach and Methodology | Work Plan |
|------------------------------------|--|--|
| Poor (Score 40) | The technical approach and / or methodology are poor / are unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. | The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing. |
| Satisfactory (Score 70) | The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic. | All key activities are included in the activity schedule, but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach. |

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**Good
(Score 90)**

The approach is specifically tailored to address the specific project objectives and 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 project.

The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.

**Very Good
(Score 100)**

Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

Besides meeting the “good” rating, decision points and the sequencing and timing of activities are very well defined, indicating that the bidder has optimized the use of resources. The work plan permits flexibility to accommodate contingencies.

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

Signed _____ Date _____

Name _____

Position _____

Bidder _____

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9.3. EVALUATION OF PROJECT TEAM/ PERSONNEL

For a tender to be considered for further evaluation the tender must obtain a minimum of 70 points on functionality.

EVALUATION OF FUNCTIONALITY CRITERIA

The evaluation of functionality is accorded points as follows:

PROJECT TEAM: (TOTAL POINTS ALLOCATED 50)

Note: It must be noted that the working experience and educational qualifications of project team carries a maximum of 50 points. Appointment letter or letter of intent to appoint for each Staff /Personnel to be assigned on this project must be attached and signed by the authorised person/ Director of the firm. Proof of related projects with project name and value, client, employer and contactable references completed by each project team member must be attached (In a tabular format). Curriculum vitae, certified copies of educational qualifications and identity document of each staff/personnel to be assigned on this project must be attached.

Principal Civil Engineer (Maximum points obtainable 15; minimum 1, points claimable from only one section per criteria)

Name:

Related projects are for Civil Engineering works only:

| Evaluation Criteria | Minimum Required | Elimination Factor | Points obtainable | Points Claimed |
|----------------------------|---|---------------------------|--------------------------|-----------------------|
| Academic Qualifications | B Eng or Bsc or B Tech in Civil Engineering | Yes | 10 | |
| Academic Qualifications | Diploma in Civil Engineering | Yes | 5 | |

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APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

| | | | | |
|--|-------|---------------------------|-----------|--|
| Sub-total | | | 10 | |
| Experience of Principal Civil Engineer in related projects | | Elimination Factor | | |
| Involvement in related projects | 1 – 4 | Yes | 1 | |
| | 5 – 9 | No | 3 | |
| | >= 10 | No | 5 | |
| Sub-total | | | 5 | |
| Total | | | 15 | |

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Design Engineer: (Maximum Points obtainable 15, minimum 1, points claimable from only one section per criteria)

Name:

Related projects are for Civil Engineering works only:

| Evaluation Criteria | Minimum Required | Elimination Factor | Points obtainable | Points Claimed |
|---|--------------------------------------|---------------------------|--------------------------|-----------------------|
| Academic Qualifications | Degree in Civil Engineering studies | Yes | 10 | |
| Academic Qualifications | Diploma in Civil Engineering studies | Yes | 5 | |
| Sub-total | | | 10 | |
| Years of experience in similar projects | 1 - 4 | Yes | 2 | |
| | >/= 5 | No | 5 | |
| Sub-total | | | 5 | |
| Total | | | 15 | |

Note: Should the Design Engineer be the same person as the Principal Civil Engineer, zero points will be allocated.

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Resident Engineer: (Maximum Points obtainable 10, minimum 1, points claimable from only one section per criteria)

Name:

Related projects are for Civil Engineering works only:

| Evaluation Criteria | Minimum Required | Elimination Factor | Points obtainable | Points Claimed |
|---|------------------------------------|---------------------------|--------------------------|-----------------------|
| Academic Qualifications | >= NQ7-Degree in Civil Engineering | No | 5 | |
| Academic Qualifications | Diploma in Civil Engineering | Yes | 3 | |
| Sub-total | | | 5 | |
| Years of experience in similar projects | 1 - 4 | No | 5 | |
| | >= 5 | No | 3 | |
| | | | | |
| Sub-total | | | 5 | |
| Total | | | 10 | |

Note: Should the Resident Engineer be the same person as the Principal Civil Engineer and Design Engineer, zero points will be allocated.

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Safety Engineer: (Maximum Points obtainable 10; minimum 1. Points claimable from only one section per criteria)

Name:

Related Safety experience only

| Evaluation Criteria | Minimum Required | Elimination Factor | Points obtainable | Points Claimed | |
|---|---|--------------------|-------------------|----------------|--|
| Academic Qualifications | Diploma in Occupational Health and Safety | Yes | 5 | | |
| Sub-total | | | 5 | | |
| Years of experience after qualification | 1 - 4 | No | 5 | | |
| | >/= 5 | No | 3 | | |
| Sub-total | | | 5 | | |
| Total | | | 10 | | |

Note: Should the Safety Engineer be the same person as the Principal Engineer, Design Engineer, Resident Engineer, zero points will be awarded

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| ORGANISING AND STAFFING/PERSONNEL | | |
|-----------------------------------|-----------|--------|
| PERSONNEL | TOTAL | SCORES |
| Principal Civil Engineer | 15 | |
| Design Engineer | 15 | |
| Resident Engineer | 10 | |
| Safety Engineer | 10 | |
| TOTAL | 50 | |

EXPERIENCE AND RESOURCES OF FIRM: (TOTAL POINTS ALLOCATED 30)

Company's previously completed projects

Note: It must be noted that the experience of the firm carries a maximum of 30 points. If proof of appointment letters and completion certificates of related completed projects are not attached then the bidder shall obtain zero points on the experience of the firm.

Provide verifiable references and active contact details of completed projects.

COMPLETED RELATED PROJECT: (Maximum Points obtainable 30, points claimable from only one section per criteria AND from >=5 projects completed OR < 5 projects completed)

Related projects are for Civil Engineering works only. (Including vat)

| Evaluation Criteria | Evaluation Criteria | Points Obtainable | Points Obtainable | Points Claimed |
|---|--|--------------------------|--------------------------|----------------|
| | | (>=5 projects completed) | (< 5 projects completed) | |
| Company experience in terms of projects of related projects | Related projects with the value between R0.5M to R3m | 10 | 5 | |
| | Related projects with the value between R3.0M to R7.0M | 20 | 10 | |

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| | | | | |
|--|--|-----------|----|--|
| | Related projects with the value of R8.0M and above | 30 | 15 | |
| | SUB-TOTAL | 30 | | |

| EXPERIENCE OF THE FIRM | | |
|-------------------------------|--------------|---------------|
| ITEMS | TOTAL | SCORES |
| Completed related projects | 30 | |
| TOTAL | 30 | |

PROFESSIONAL REGISTRATION: (TOTAL POINTS ALLOCATED 20)

NOTE: Professional registration or membership number and name of the relevant professional organization/body for project team and firm must be completed on the table below. Failure to complete the required information is not an eliminating factor **BUT** a zero point will be scored.

| Personnel | Name of Organization/ professional body | Membership No./ Prof Reg. No. | Points obtainable (Registered) | Points obtainable (Candidate) | Points Claimed |
|--------------------------|--|--------------------------------------|---------------------------------------|--------------------------------------|-----------------------|
| Principal Civil Engineer | | | 5 | 0 | |
| Design Engineer | | | 5 | 0 | |
| Safety Engineer | | | 5 | 0 | |
| Firm/ company | | | 5 | 0 | |
| | | TOTAL | 20 | | |

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| FUNCTIONALITY POINTS | | |
|------------------------------------|------------|--------|
| ITEMS | TOTAL | SCORES |
| Organizing and staffing/ Personnel | 50 | |
| Company Experience | 30 | |
| Professional Registrations | 20 | |
| TOTAL | 100 | |

TOTAL SCORE: _____/100

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Note 1: Academic Qualifications

Proof of academic qualifications in the form of certified copies (certification not more than three months) must be attached to the project team’s CV’s. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body (SAQA). Failure to provide this shall lead to points not being allocated.

Note 2: Professional Registration

Proof of professional Registration with Engineering Council of South Africa (ECSA) for the project team’s CVs and/or South African Black Technical and Allied Careers Organization (SABTACO) and /or Consulting Engineers South Africa (CESA) for the firm in the form of certified copies must be attached. The proposed project Team shall be registered as illustrated above, failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 3: Employment History (Involvement in comparable projects)

Proof of employment history must be contained in the curriculum vitae (CV) and must include references and contact details. Failure to provide this shall lead to points not being allocated.

Note 4: Current Employment

Confirmation of current employment on the company letterhead must be attached. The proposed Principal Engineer shall be a Senior Employee, an Associate, the Director, or a Shareholder and in the direct employ of the Firm. A proof or separated written confirmation must be attached to the CV. Where a proposed Team Leader is seconded from a rival Firm, an agreement between the two entities as well as a written undertaking confirming the person’s full time availability for the duration of a project must be attached to the CV.

Note 5: Company Experience

Proof of experience should be compiled and attached to this document, indicating Client, Project Name, Value of Project, Contacts for references. Please attach proof of signed appointment Letters and completion certificates.

Note 6: Approach and Methodology

The approach of paper must respond to the proposed scope of work/project design and outline the proposed approach / methodology and work plan complete with time frame, and where relevant and appropriate, propose the scope of work and / or modifications to the scope of work. The approach paper should articulate what the tenderer is offering to provide for the price offered in the pricing data.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Municipalities stated and implied requirement, highlight the issues of importance, and explain the technical approach they would adopt to address them. They should explain the methodologies they propose to adopt demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work proposed by the department. The approach should also include a quality plan which outlines processes, procedures and associated

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resources, applied by whom and when, to meet the requirements.

9.4. PRICE

In relation to Tendered Price, the points allocated to the Tender Price will be calculated using the following formula:

$$N_p = \frac{80 * [1 - (T_s - T_m)]}{T_m}$$

Where: N_p = number of tender adjudication points awarded in relation to price
 T_s = Tender Sum
 T_m = Lowest Tender Sum

9.4.1. PREFERENTIAL PROCUREMENT

Preferential procurement points will be allocated according to the tenderer's B-BBEE status level, as per the: **preferential procurement regulations, 2022** and any other amendments thereof.

In order to qualify for preferential procurement points, the tenderer must attach a certified copy of its valid B-BBEE construction sector scorecard as contained in the **Codes of Good Practice on Black Economic Empowerment**, issued in terms of section 9(1) of the **Broad-Based Black Economic Empowerment Act (Act no. 53 of 2003)** and any other amendment thereof.

Points will be awarded to the tenderer for attaining the B-BBEE status level of contributor in accordance with the table below.

| B-BBEE STATUS LEVEL OF CONTRIBUTOR | NUMBER OF POINTS (90/10 SYSTEM) | NUMBER OF POINTS (80/20 SYSTEM) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 10 |
| 2 | 9 | 9 |
| 3 | 6 | 8 |
| 4 | 5 | 7 |
| 5 | 4 | 6 |
| 6 | 3 | 5 |
| 7 | 2 | 4 |
| 8 | 1 | 3 |
| Non-compliant | 0 | 0 |

In the event of a Joint Venture (JV) Tender:

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A Joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.

10. PRICING INSTRUCTIONS

NOTE: It must be clearly understood that the Professional fees will in all cases only be payable based on actual and realised construction costs and the ECSA scale of fees applicable at the time of the instruction to proceed with any particular stage of the work. All amounts and rates must EXCLUDE VAT. Prospective tenderers are to familiarise themselves with the pricing instructions contained elsewhere in this document before completing the tender.

The pricing shall be based on a developed scope of works for the project and the scoping proposal shall be submitted with this tender. Estimated cost of works shall be drawn from the scope of works and used to calculate the estimated fees for completing this project.

10.1. PRICING INSTRUCTIONS

The Works to be provided, to an extent, follow the Guideline Scope of Works and Tariff of Fees for Persons Registered in Terms of the Engineering Act, 200, (Act No. 46 of 2000), Board Notice 206 of Gazette No. 34875 dated 20 December 2011 and any other amendments thereafter.

- Activities must be completed to the satisfaction of the employer and invoiced on completion of the activity.
- The total tender amount as well as the total amount for each activity may not be exceeded (total will be determined by the actual construction costs).
- Amounts due to the Bidder shall be paid by the employer within thirty (30) days of receipt by the employer of correct or corrected relevant invoices.
- The Employer does not guarantee that the project will be completed in one continuous stage. Due to budget constraints sections of the project may be advertised for design and/or construction on successive financial years. If circumstances and/or financial constraints are experienced or should in the opinion of the Employer necessitate that the project(s) be scheduled/re-scheduled to become a multi phased/staged project(s) the Bidder will be paid in full for the phase(s)/stage(s) completed (based on the construction costs at the prevailing time). Payment for the remaining/successive remainder stage(s) will be based on the construction costs prevailing at that particular time. The percentage payment of total fees (based on the actual construction costs prevailing
- The Bidder shall make allowances in the discount/additional percentage forwarded in for the possible disruptive impact pertaining to the above.

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- The employer reserves the right, by giving written notice to the Bidder, to stop the progress of a particular project/phase/stage at any time. Should the employer exercise this right, the employer will pay the Bidder for work done and expenses incurred only up to the time that the notice was given.
- Projects may be awarded for any single phase/stage only.
- The Bidder shall in writing request and obtain approval from the Employer of any additional works or costs relating to this project.

11. SCHEDULE OF ACTIVITIES

NOTE: Prospective tenderers are to read the activities set out below in conjunction with the scope of work as contained in this document.

11.1. Civil Engineering Works

The remuneration for normal Civil engineering Works for the project will be based on the Guideline Scope of Works and Tariff of Fees for Persons Registered in terms of the Engineering Council of South Africa in terms of the Engineering Profession Act 2000, (Act No 46 of 2000) Board notice 669 of Gazette No. 44333 dated 26th March 2021 and any other amendments thereof. The additional fees associated with reinforced concrete and structural steel will not be affected by the discount offered.

In order to provide a fair competitive platform to prospective tenderers the employer has within its means, capacity and expertise of its in-house staff assessed the estimated construction cost of the project and produced the applicable Table accordingly. The actual remuneration to the successful tenderer(s) for the actual Civil engineering Works for each project will however be determined by the actual construction costs realized.

The remuneration/fees in the tender are deemed to include for the Bidder to act as the lead Bidder and principal agent of the employer whenever more than one Bidder /sub-Bidder are involved in the project.

11.2. Expenses and costs

The fees as presented in relevant Table must include for all work/Works described in the Scope of Work of this document and for the Works/costs /expenses described below.

The fees in relevant Table are deemed to include for all recoverable expenses and costs incurred in rendering the Works in connection with:

- a) travelling, travelling time, accommodation and subsistence expenses, telephones, faxes, emails, cost of typing, production, reproduction, printing, copying and binding (**book type**) of

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documents and reports, taking of digital photos and submitting in digital format, and other minor expenses.

b) Compilation, submission and presentation of Preliminary Design Report (PDR), Detail Design Report (DDR) and 3 sets of construction drawings to the Employer and Eskom. 3 sets of any revision thereof, 3 sets of “as built drawings”. The project shall be designed to comply with Eskom standards and all materials to meet Eskom specifications.

All documents, reports and drawings must also be submitted in an electronic format as follows: Documents in Word and Excel, Drawing in DXF and PDF and/or as instructed by the employer.

11.3. Construction Monitoring

The monthly rate forwarded in relevant Table is to be the **maximum** total fee payable for Construction Monitoring for all costs, Works, profits etc in terms of the Scope of Work. Unless agreed otherwise in writing, a Level 2 and 4 Construction Monitoring will be required for the project. The Bidder will be responsible and accountable for all project milestones and compliance with construction obligations.

11.4. Additional Works / Recoverable expenses

In relevant Table a provisional sum has been allowed for additional Works/recoverable expenses to be paid over and above the fees stated in relevant Table for any specialist sub-Bidder s (if any) and site supervision/monitoring for specialist sub-Bidder’s work, Works required such as, EIA scoping reports, geotechnical tests, surveys, any additional fees applicable such as reinforced concrete or structural steel, land surveying, etc., necessary for the completion of the project. **Costs pertaining to expertise to interpret sub Bidder s data/test results are deemed to be part of the cost submitted by the bidder indicated in a fee structure or bill of quantities.**

11.5. EIA scoping reports must in all instances be prepared by specialist sub- Bidder.

The Bidder will be responsible for paying all fees and expenses of its sub-Bidder s. The Bidder may claim payment from the employer for its sub-Bidder’s fees only after completion of the work and with written proof that the sub-Bidder /s has/have been paid.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
.....
2.

Initial: DR. JSMLM



12. FORMS TO BE COMPLETED BY THE BIDDER

DESCRIPTION

| | |
|----------------|--|
| <u>FORM A:</u> | PROOF OF ATTENDANCE AT TENDER MEETING |
| <u>FORM B:</u> | CERTIFICATE OF AUTHORITY FOR SIGNATURE |
| <u>FORM C:</u> | STAFF TO BE EMPLOYED |
| <u>FORM D:</u> | COMPANY EQUITY AND SHAREHOLDING |
| <u>FORM E:</u> | UNEMPLOYMENT INSURANCE FUND (UIF) |
| <u>FORM F:</u> | CERTIFICATE OF NON-COLLUSIVE TENDER |
| <u>FORM G:</u> | LETTER OF TENDER..... |
| <u>FORM H:</u> | APPENDIX TO TENDER |
| <u>FORM I:</u> | SCHEDULE OF WORK CARRIED OUT BY THE TENDERER |
| <u>FORM J:</u> | TENDERERS TAX CLEARANCE |
| <u>FORM K:</u> | DECLARATION OF INTEREST |
| <u>FORM L:</u> | COMPANY/CLOSE CORPORATION REGISTRATION (CK2) |
| <u>FORM M:</u> | COMPANY SIZE, WORKLOAD AND RESOURCES |
| <u>FORM N:</u> | FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES..... |
| <u>FORM O:</u> | AMENDMENTS OR QUALIFICATIONS BY THE TENDERER |
| <u>FORM P:</u> | PROFESSIONAL FEES STRUCTURE/ BREAKDOWN |

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
.....

Initial: DR. JSMLM

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

FORM A: CERTIFICATE OF ATTENDANCE AT TENDER MEETING

This is to certify that I,

Representative of (Tenderer)

of (address)

Telephone number(.....).....

Fax number(.....).....

Attended the tender meeting on (date)

TENDERER'S REPRESENTATIVE: (Signature)

EMPLOYER'S REPRESENTATIVE: (Signature)

Name (print)

OFFICIAL STAMP:
DR JS MOROKA LOCAL MUNICIPALITY

BIDDER:

Initial: Authorized signatory/ies: 1.

.....

2.



FORM B: CERTIFICATE OF AUTHORITY FOR SIGNATURE

3.1. BIDDER

3.1.1 A “certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from”, duly signed and dated, shall be provided by the Board of Directors of the firm on the company letterhead and shall be attached to this page. An example is given below.

3.2. JOINT VENTURE

2.1 The document of formation of the Joint Venture shall be attached to this page.

2.2 A “certificate of authority to sign all documents in connection with this tender and any contract or agreement which may arise there from”, duly signed and dated, shall be provided by the Boards of Directors of each member of the Joint Venture and shall be attached to this page.

EXAMPLE OF A CERTIFICATE OF AUTHORITY FOR SIGNATORY

“By resolution of the board of directors passed at a meeting held on

Mr/Ms....., whose signature appears below, has been duly authorised

to sign all documents in connection with the tender for Contract no.....

and any contract which may arise there from on behalf of (block capitals).....

.....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: 1.

2.

FORM C: STAFF TO BE EMPLOYED

The following personnel are proposed for the Assessment, design, management and supervision of the Works

| Name | Position | Please indicated documents in possession of Proof of these documents must be attached herewith | | | |
|------|----------|--|---------------------|--|---------------------------------------|
| | | Academic Qualifications | ECSA's Registration | Full time employed by Bidderor delegated from elsewhere for this project | Available for the duration of project |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

Note:

- Where full time employed by the Bidder or seconded specifically for this project, written confirmation thereof must be attached also confirming the availability for the duration of the project.
- Proof of academic qualifications and registration with ECSA must be attached and failure which the tender shall automatically be eliminated from any further evaluation.

TENDERER'S SIGNATURE:

FORM D: COMPANY SHAREHOLDING

SINGLE FIRM TENDER:

Percentage HDI (No franchise) equity in firm :.....

Percentage female equity in firm :.....

Percentage disability equity in firm :.....

JOINT VENTURE TENDER:

Firm A:

Percentage share in joint venture :.....

Percentage HDI (No franchise) equity in firm :.....

Percentage female equity in firm :.....

Percentage disability equity in firm :.....

Firm B:

Percentage share in joint venture :.....

BIDDER:

Initial: Authorized signatory/ies: 1.

 2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

Percentage HDI (No franchise) equity in firm :.....

Percentage female equity in firm :.....

Percentage disability equity in firm :.....

TENDERER'S SIGNATURE:

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
.....

Initial: DR. JSMLM

2.



FORM E: UNEMPLOYMENT INSURANCE FUND (UIF)

A proof of registration and compliance with the Unemployment Insurance Fund (UIF) in terms of Unemployment Insurance Contributions Act, No. 4 of 2002 must be attached in the form of registration and compliance documents issued by the Department of Labour. An attached certificate must be valid at the time of closing of tenders. Failure to attach the certificate shall warrant an automatic elimination of tender from any further evaluation.

BIDDER:

Initial: Authorized signatory/ies: 1.
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



TENDERER'S SIGNATURE:.....

FORM F: CERTIFICATE OF NON-COLLUSIVE TENDER

1 IN THE CASE OF A SINGLE COMPANY:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

 2.

Initial: DR. JSMLM



TENDERER'S SIGNATURE:.....

FORM G: LETTER OF TENDER/FORM OF OFFER

Municipal Manager
Dr JS Moroka Local Municipality
Private Bag X 4012
SIYABUSWA
0472

Sir/Madam

1. Having examined the documents for the execution of the above-mentioned Project as well as any addenda subsequently issued, I/we the undersigned offer to provide the Bidder/s for the construction, management and supervision of the said Works in conformity with the above-said documents and addenda, for the sum of -

.....
*

(R.....*) * Excluding CPA and Including VAT or such other sum as may be determined in accordance with the general conditions of contract and the tender rules applicable to this contract, as well as the conditions included in this form of tender.

2. I/We acknowledge that all the certificates, schedules and forms included in this document for completion by the Tenderer have been fully completed by me/us and form part of my/our tender.
3. I/We undertake to complete and deliver the whole of the Project comprised in this contract within period stated including the holidays during December and January and any other specified non-working days, calculated from the commencement day of supervision.
4. In the event of my/our not completing the whole of the works within the period tendered by me/us in paragraph 3 hereof, I/we agree to pay the Employer, as a penalty for such default, the sum stated in the Appendix to Tender for each calendar day or part thereof in excess of my/our tendered time for completion and the Employer may, without prejudice to any other method of recovery, deduct such sum monthly from any monies due or to become due to me/us.
5. If my/our tender is accepted, I/we undertake -
 - (a) within fourteen (14) days of receipt of written acceptance of my/our tender, to provide a Performance Security in terms of Clause 3.5.4 of the Conditions of Contract in a sum representing five per cent (5%) of the tender sum mentioned in paragraph 1 above, for

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

 2.

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

the due performance of the contract under the terms of a Performance Security in the form included in this document, with such modifications as you may approve;

- (b) to sign the form of agreement included in this document within a period of twenty-one (21) days of receipt of written acceptance of my/our tender subject to the prior provision of the approved contract guarantee by me/us.
- 6. I/We agree to abide by this tender for a period of ninety (90) days from the closing date fixed for the submission of tenders, and it shall remain binding upon me/us and may be accepted at any time before expiry of that period.
- 7. Unless and until a formal agreement is prepared and executed, this tender, together with the written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be the contract agreement.
- 8. In the event of there being any arithmetical errors in the priced bill of quantities, I/we agree to their being corrected, the rates being taken as correct.
- 9. I/We understand that you are not bound to accept the lowest or any particular tender you may receive, and that you shall not defray any expenses incurred by me/us in tendering.
- 10. I/We agree and undertake to commence the abovementioned Project within seven (7) days from the date on which the Project has been handed over to me/us by a written instruction from the Employer.
- 11. I/We declare that, notwithstanding anything contained in a covering letter to this tender, this tender is submitted entirely without qualifications.
- 12. I/We choose *domicilium citandi et executandi* at -

.....
.....

in the Republic of South Africa.

Yours faithfully

TENDERER'S SIGNATURE:

NAME OF SIGNATORY (IN CAPITALS):

SIGNED ON THIS THEDAY OFIN THE YEAR OF.....

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

ON BEHALF OF:

ADDRESS:
.....
.....

TELEPHONE NUMBER:

FAX NUMBER:

WITNESS 1:

NAME IN CAPITALS:

WITNESS 2:

NAME IN CAPITALS:

BIDDER:

Initial: Authorized signatory/ies: **1.**
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

FORM H: APPENDIX TO TENDER

| | | |
|--|---|---|
| Period of validity of tender | - | 90 days after the closing date for tenders |
| Period within which Form of Agreement is to be signed | - | 21 days of the date of the Letter of Acceptance |
| Works contract time for completion | | Construction phases, Due completion Dates |
| Period within which the Project must commence | | Immediately after acceptance of appointment |
| Time for completion of the Project | | Within 6 months including all stages |
| Period within which the Performance Guarantee must be provided | | 14 days after the acceptance of the contract |
| Amount of Performance Guarantee | | R10 000 000.00 |
| Contract Price Adjustment | | ECSA Guided |
| Percentage of retention | | 10% of construction, management and supervision |
| Limit of retention | | 10% |
| Penalty for delay | | R5000 per event plus R 5000 per day until rectified |
| Penalty for non-performance | | R5000 per event plus R5000 per day until rectified |
| Delivery of Notices: | | Domicilium |
| Employer | | Dr JS Moroka Municipality 2601/3 Bongimfundo Street Siyabuswa 0472 |
| Bidder | | |

TO BE COMPLETED BY THE TENDERER

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

TENDERER'S SIGNATURE:

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

FORM I: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The tenderer shall enter in the spaces provided below a complete list of the last ten civil-engineering contracts awarded to him. This information is deemed to be material to the award of the contract.

| EMPLOYER (NAME, TEL NO & FAX NO) | CONTACT PERSON (NAME, TEL NO & FAX NO) | NATURE OF WORK | VALUE OF WORK | YEAR COMPLETED |
|--|---|----------------|------------------|-------------------|
| | | | | |

BIDDER:

Initial: Authorized signatory/ies: 1.
.....

2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

TENDERER'S SIGNATURE:.....

FORM J: TENDERERS TAX CLEARANCE PIN

The tenderer shall attach to this page a valid Tax Clearance certificate Pin (in respect of tender) to be obtained by the Tenderer from the South African Revenue Works (SARS) valid for a period of 6 months from the date of issue and shall be original and valid on closing date of this tender.

Each Party to a tendering joint venture or consortium of firms shall submit such a valid Tax Clearance Certificate Pin.

Failure on the part of the Tenderer to submit such Valid Tax Clearance Certificate(s) Pin shall result in the tender being regarded as invalid.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
.....
2.

Initial: DR. JSMLM



TENDERER'S SIGNATURE:.....

FORM K

MBD 4

DECLARATION OF INTEREST

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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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, member):
.....
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
.....

Initial: DR. JSMLM

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

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 Council 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 attach 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:

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

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

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:
.....
.....
.....

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
.....
2.

Initial: DR. JSMLM



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

| Full Name | Identity Number | Personal Income Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|--------------------------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
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| | | | |

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
.....

Initial: DR. JSMLM

2.



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

The applicable preference point system for this tender is the **80/20** preference point system.

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 |
| B-BBEE | 10 |
| Empowerment | 10 |
| Total points for Price and SPECIFIC GOALS | 100 |

BIDDER:

Initial: Authorized signatory/ies: 1.
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



The specific goals based on the IDP for Dr JS Moroka local municipality are as per following.

- a) Empowerment of women
- b) Empowerment of youth
- c) Empowerment of previously disadvantaged through Race
- d) BBBEE status level of contribution
- e) Empowerment of business established in the municipal jurisdiction.

For this Bid, specific goals shall be awarded as follows:

- a) Empowerment of business established in the municipal jurisdiction (5 points)
- b) Empowerment of previously disadvantaged though race (5 points)
- c) BBBEE status level of contribution (10 points)

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 Regulation Framework Act, 2022 (Act No. 5 of 2022).

BIDDER:

Initial: Authorized signatory/ies: 1.
.....

2.

DR. JSMLM:

Initial: DR. JSMLM



3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



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

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

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

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

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

| 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) |
|---|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

 2.

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

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 contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and

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Initial: DR. JSMLM

.....

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APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

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.
- (f)

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

BIDDER:

Initial: Authorized signatory/ies: 1.
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and Works 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 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

BIDDER:

DR. JSMLM:

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 2.

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

| | | | |
|-------|---|---------------------------------|--------------------------------|
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

.....
Position

.....
Name of Bidder

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
.....
2.

Initial: DR. JSMLM



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and Works if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

 2.

Initial: DR. JSMLM



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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 Works 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.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

FORM L: COMPANY/CLOSE CORPORATION REGISTRATION (CK2)

The Bidder shall attach to this page a certified copy of his Company / CC registration obtained from the Department of Trade and Industries (DTI) wherein Company/CC Directorship and Shareholding is contained. Joint Venture tenderer must submit this information as separate Consulting Firms. The Consulting Firms equity must also be attached to this page either separately and/or reflected in Company/CC registration form(s). Non-compliance with may invalidate tender.

BIDDER:

Initial: Authorized signatory/ies: 1.
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

TENDERER'S SIGNATURE:

FORM M: COMPANY SIZE, WORKLOAD AND RESOURCES

The tenderer shall attach to this form a written confirmation from the Company/CC/JV letterhead confirming all the available resources in terms of relevant personnel, cashflow, physical and electronic equipments, computer related design programs, and communication systems to enable him to complete all project stages without any unnecessary interruptions/disruption.

The tenderer shall also confirm if any of the resources to be dedicated to this project are or will be shared with other projects. For evaluation purpose this information will be taken into consideration. Failure to comply with this may invalidate tender.

BIDDER:

Initial: Authorized signatory/ies: 1.
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

**TENDERER'S
SIGNATURE:**

BIDDER:

Initial: Authorized signatory/ies: 1.
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



DR JS MOROKA LOCAL MUNICIPALITY

FORM N: FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES

1 FINANCIAL STATEMENTS

I/We agree, if required, furnish a copy of the latest audited set of financial statement together with our/my Director's Auditor's report for consideration by the Employer

2 DETAILS OF CONSULTING FIRM'S BANK ACCOUNT

I/We furnish the following information:

Account Holder Name:.....

Name of bank:.....

Branch Name of Bank:.....

Branch Number:.....

Account Number:.....

Account type:.....

Contact Person at the Bank:.....

Contact Number (Including area code):.....

Bank rating (Include confirmation from Bank or Financial Institution):.....

I/We hereby authorise the Employer to approach the above Bank for a reference including inquiring about financial status.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

.....

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

**TENDERER'S
SIGNATURE:**

BIDDER:

Initial: Authorized signatory/ies: 1.
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

FORM O: AMENDMENTS OR QUALIFICATIONS BY THE BIDDER

The bidder shall attach to this page their proposed amendments or qualifications for consideration and approval by the Employer.

BIDDER:

Initial: Authorized signatory/ies: 1.
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

**TENDERER'S
SIGNATURE:**

BIDDER:

Initial: Authorized signatory/ies: 1.
.....
2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

FORM P: PROFESSIONAL FEES STRUCTURE/ BREAKDOWN

The bidder shall attach to this page their professional fees on the prescribed format below.

APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

Table A1 - Basic Professional Fees

| Item | Description | Amount Excluding VAT |
|-------------|---|-------------------------------------|
| 1.1 | Estimated Cost of Construction work of which can be of any category in civil engineering field. | R10, 000, 000 (R 10 million) |
| 1.2 | Percentage (%) Basic Professional Fees based on item 1.1 (Construction Work) * | % |
| 1.3 | Basic Professional Fees (Item 1.1 x Item 1.2) | R |

*The estimated cost of construction work is for tender purposes only. While the tendered percentage on item 1.2 will be binding for the entire period of appointment to the database, the amount on item 1.3 will be adjusted later based on the actual construction amount. Percentage (%) fees tendered on item 1.2 should preferably be not less than 5%.

BIDDER:

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2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

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

| Item | Description | Unit | Quantity | Monthly Rate (Excluding VAT) | Amount |
|---|--|-------|----------|------------------------------|----------|
| 2.1 | Level 2: Pr Eng/Pr Tech 16 hours per month PLUS Level 4: Full time Technician (Minimum 3 year National Diploma plus minimum 3 years supervised experience) | Month | 06 | R | R |
| 2.2 | Acting as Agent of the employer in terms of OHS Construction Regulations, Occupational Health and Safety Act | Month | 06 | R | R |
| 2.3 | Training Provision to Student(s) for Experiential Learning** | Month | 06 | R10 000 | R 60 000 |
| 2.4 | Percentage (%) Handling fee and Profit in relation to item 2.3 | % | | R 60 000.00 | R |
| Combined Monthly Rate for Construction Monitoring and Supervision as well as OHSa Responsibilities = (B) | | | | | R |

**The use of item 2.3 shall be at the discretion, approval and/or direction of DR JS Moroka Local Municipality.

BIDDER:

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2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

Table C - Recoverable Expenses for additional services based on an estimated R10 000 000 Construction Amount

| Item | Description of Recoverable Expenses | Quantity | Unit | Rate Excluding VAT | Total Excluding VAT |
|------|---|----------|----------|--------------------|---------------------|
| 3.1 | EIA Investigation (Scoping report and obtaining RoD) | 1 | Lump Sum | R | R |
| 3.2 | Land Surveying including the confirmation of the Surveyor General information on the Road Reserve including scanning of existing services | 1 | Lump Sum | R | R |
| 3.3 | Geotechnical Investigations and Centre Line soil surveys | 1 | Lump Sum | R | R |
| 3.4 | All other disbursements (e.g. printing and duplication, travelling before construction stage, IT etc.) | 1 | Lump Sum | R | R |
| 3.5 | Provision of Social Facilitation at a Cost 2.25% of the Construction Amount *** | % | 2.25 | R 10, 000, 000 | R 225 000.00 |

BIDDER:

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2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

| | | | | | |
|--|--|---|------|--------------|-------------|
| 3.6 | Percentage (%) Handling fee and Profit in relation to item 3.5 above | % | 0.25 | R 250 000.00 | R 56 250.00 |
| Total on Recoverable Expenses for Additional Services (C) | | | | | R |

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

Table D- Engineering Fees for Construction Close-out Stage

| Item | Description | Quantity | Unit | Rate Excluding VAT | Total Excluding VAT |
|------|--|----------|------|--------------------|---------------------|
| 1 | Preparation of construction close out report and AS-Built drawings | | | R | R |

Table E – Professional Fees Summary

| Item | Description | Total (Excl. VAT) |
|--------------------------------|---|-------------------|
| Table A1 | Basic Professional Fees | R |
| Table B | Construction Monitoring & Supervision, and OHS Responsibilities | R |
| Table C | Recoverable Expenses for additional services | R |
| Table D | Construction Close out report | R |
| Total Professional Fees Amount | | R |
| 15% Vat | | R |

BIDDER:

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2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

| | |
|--|---|
| Total Professional Fees Amount including Vat | R |
|--|---|

Name of Bidder:

Name of Signatory:

Signature:

Date:

DR JS MOROKA LOCAL MUNICIPALITY

LETTER OF AGREEMENT

AGREEMENT

Dr JS Moroka Local Municipality hereby appoints the Bidder and the Bidder accepts the appointment on the terms and conditions set forth herein this document.

APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

AGREEMENT between the **Dr JS Moroka Municipality** (hereinafter called the “**Employer**”) and

..... (Hereinafter called the “**Bidder**”) and carrying on business as Consulting Engineers and Contractors at:

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

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
2.

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

WHEREAS the Employer intends to proceed with the following Consulting Engineering Works and Construction Works: Duties in connection with the award, construction, management and supervision of APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

(Herein called the “**Works**”) and has requested the Bidder to undertake and perform the duties mentioned herein this document which the Bidder has agreed to do upon and subject to the terms and conditions set forth herein this document.

NOW THE AGREEMENT WITNESSED AS FOLLOWS:

- 1..... In this Agreement word and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of the Employer/Bidder Contract hereinafter referred to.
- 2..... The Bidder shall perform, the required Works in accordance with the contract document consisting of the following:
 - Tender Notice
 - Tender Requirements
 - Tender Rules
 - Duties required of Bidder
 - Payment
 - Forms to be completed by the Tenderer
 - Forms of Agreement
 - Letter of Acceptance
- 3..... In consideration of the payments to be made by the Employer to the Bidder as hereinafter mentioned the Bidder hereby agrees with the Employer to perform the Works in conformity with the provisions of the Contract.
- 4..... The Employer hereby agrees to pay the Bidder in consideration of the performance of the Works such amounts as may become payable under the provisions of the contract at the times and in the manner prescribed in the Contract.

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.
2.

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

In witness whereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER AT

ON THIS THE DAY OF Year
Day Month Year

In the presence of the undersigned witnesses:

.....
For: **THE EMPLOYER**

..... (Signatory's name printed in capitals)

..... (Designation)

AS WITNESSES:

1..... 2.....

Name (print) Name (print)

SIGNED FOR AND ON BEHALF OF THE BIDDER (OR JOINT VENTURE)

ON THIS THE DAY OF Year
Day Month Year

In the presence of the undersigned witnesses:

..... (.....) (Print Name)

for: print name of Firm or Joint Venture

AS WITNESSES:

1.2.

Name (print)..... Name (print)

BIDDER:

DR. JSMLM:

Initial: Authorized signatory/ies: 1.

Initial: DR. JSMLM

2.



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

13. CONCLUSION

Any false information given by the Bidder and not meeting the minimum qualifying requirements will lead to automatic disqualification of the Bidder.

All the notes and comments given by the Municipality in a compulsory briefing session shall form part of this contract and the Bidder may be expected to sign a service level agreement outlining any other conditions relevant to a this project.

Dr J S Moroka Municipality wishes your Company Good Luck in your preparation for this Tender!!!!

BIDDER:

Initial: Authorized signatory/ies: 1.
2.

DR. JSMLM:

Initial: DR. JSMLM



APPOINTMENT OF THE PANEL OF CONSULTING ENGINEERING FIRMS FOR THE IMPLEMENTATION OF ROADS AND STORMWATER DRAINAGE SYSTEM PROJECTS FOR DR JS MOROKA LOCAL MUNICIPALITY, ON AN AS AND WHEN REQUIRED BASIS FOR THREE (3) YEARS

BIDDER:

Initial: Authorized signatory/ies: 1.
2.

DR. JSMLM:

Initial: DR. JSMLM