

## TENDER DOCUMENTS

RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER FOR A PERIOD OF THREE (3) YEARS

<b>BID NO: R &amp; SW 2025/10/004</b>
---------------------------------------

### BID SUBMITTED BY:

NAME OF BIDDING ENTITY : .....

ADDRESS : .....

CONTACT NUMBER : .....

CONTACT PERSON : .....

BID AMOUNT : .....

ISSUED BY: MASILONYANA LOCAL MUNICIPALITY

CLOSING DATE : 14 November 2025 at 12pm:00 MIDDAY

## MASILONYANA LOCAL MUNICIPALITY

### **BIDDER'S QUESTIONNAIRE**

<b>NO.</b>	<b>QUESTION</b>	<b>BIDDER'S RESPONSE YES/NO</b>
1	Have you initialled all the pages of the BID document?	
2	Have you completed and signed the Returnable Schedules?	
3	Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules <b>(as and when required)</b> ?	
4	Have you submitted <b>Tax Compliance Certificate (CSD report) and tax compliance status pin?</b>	
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements <b>(as and when required)</b> ?	
7	Have you taken note of the contents of MBD 6.1 to substantiate your <b>SPECIFIC GOALS</b> rating claims, both under <b>LOCALITY</b> and <b>HDI/DESIGNATED GROUPS</b> . and have you submitted the required supporting documents to qualify for preference points?	
8	Have you completed and signed the following forms: - MBD 7.1 Form – Contract form for purchase of goods/works? - MBD 7.2 Form - Contract Form for rendering of Services? <b>(as and when required)</b>	
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	
10	Have you completed the Form of Offer (C1.1) in <b><u>WORDS</u></b> as well as in <b>FIGURES</b> ?	
11	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	
12	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	

Signature .....

Date.....

.....  
Position

.....  
Name of Bidder

**MASILONYANA LOCAL MUNICIPALITY**

**BID NO:**

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## **MASILONYANA LOCAL MUNICIPALITY**

RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS

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# **PART T1: TENDERING PROCEDURE**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bidders are hereby invited for the following bids by Masilonyana Municipality as per the following:

ITEM	NAME AND DESCRIPTION	TENDER NUMBER	PPPFA	BRIEFING SESSION	CLOSING DATE AND TIME
4	Re-advertisement: Appointment of panel of six (6) professional engineering services providers for provision of professional services for roads and stormwater, for a period of three (3) years	R & SW 2025/10/004	Functional ity Criteria	Not applicable	<b>14 November 2025 @ 12H00</b> in Masilonyana Municipal Offices in Theunissen.

Bid documents will be available on the e-tender portal ([www.etender.co.za](http://www.etender.co.za)) as well as the municipal website ([www.masilonyana.co.za](http://www.masilonyana.co.za)) as from **15/10/2025** bidders are advised to download, print, price and complete all forms in the tender document as requested.

**NO HARD COPIES OF THE TENDER DOCUMENT ARE AVAILABLE FOR SALE, ONLY THE ELECTRONIC VERSION WHICH IS TO BE DOWNLOADED AS PER THE ABOVE WEBSITES IS TO BE USED.**

The closing time for receipts of tenders is **17 November 2025** Bids must be completed in black ink, enclosed in sealed tenders, endorsed with the corresponding notice number and description, must be placed in the tender box at the office of Masilonyana Municipality, **47 Le Roux, Theunissen, 9410** not later than **12:00pm** after which tenders will be opened in public.

Bids which are deposited late, Telegraphic, telephonic, facsimile, e-mailed electronically will not be considered. The Masilonyana Procurement and Supply Chain Management Policies, the Preferential Procurement Policy Framework Act, Act No. 5 of 2000 and the regulations promulgated under this Act shall apply in the evaluation and awarding of the tender.

NB: CERTIFICATION OF DOCUMENTS MUST NOT BE MORE THAN SIX (6) MONTHS FROM DATE CERTIFIED BY COMMISSIONER OF OATHS.

**Prospective Bidders must take note that the following tender conditions, and including requirements listed on the tender data will apply.**

- Fully completed tender document.
- All bids submitted should remain valid for a period of **120 days** after the bid closing date.
- A Valid original SARS pin number and current CSD report.
- Company profile with list of contactable references.
- Copies of company founding statement (CK)
- Certified copies of directors' ID document
- Company's latest and Valid Municipal Rates and Taxes that is not more than 90 days outstanding, and (in the case of a lease agreement, bidders must attach both the lease agreement as well as the latest and valid municipal rates and taxes of the landlord that is not more than 90 days outstanding).
- All bidders must be registered on the Central Suppliers Database and proof thereof must be submitted with bids.
- Bids submitted by persons in the service of government (national, provincial, local or SOCs') will not be considered.

**Preferential Procurement Policy Framework ACT 2022 (PPPFA) Points will be evaluated based on the following criteria:**

**Stage 1:** Compliance, **Stage 2:** Functionality (with a minimum threshold of **70** points out of **100 points** to be attained by bidder to be evaluated further on the next stage). **Stage 3:** Price and Specific goals (80/20),

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Documents Required for allocation of points.	Number of points claimed (80/20 system) (To be completed by the tenderer)
<i>Locality (Indicate points claimed on only one applicable space).</i>	<i>(Maximum claimable)</i>	Company's municipal rates and taxes not older than 90 days OR in the case of a leases agreement, the lease agreement to be accompanied by the Municipal rates of the Landlord which are not more than 90 days old.	
Within the boundaries of Masilonyana Local Municipality	10		
Or outside the boundaries of Masilonyana but within Lejweleputswa District	6		
Or outside the boundaries of Lejweleputswa District but within the Free State	4		
<b>Maximum points</b>	<b>10</b>		
<b>Points for HDI/Designated groups will be broken down as follows:</b>			

Black – owned	51 percent $\geq 3$	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	
Women – owned	30 $\geq 3$	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	
Youth	2	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	
People living with disabilities	2	Confirmation letter from the Doctor OR Affidavit, CSD Report.	
<b>Maximum points</b>	<b>10</b>		
<b>Total of specific goal 1 (locality) and goal 2 (HDI/Designated Groups)</b>	<b>20</b>		

- All MBD forms must be completed accurately (MBD1, MBD 3, MBD4, MBD 5, MBD6.1, MBD 7.1, MBD 7.2, MBD 7.3, MBD 8, MBD 9).
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- The Masilonyana Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.

Mr. M Matlole  
Municipal Manager  
47 Le Roux, Theunissen, 9410



**PART A INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MASILONYANA LOCAL MUNICIPALITY**

BID NUMBER:	R & SW 2025/10/004	CLOSING DATE:	14 November 2025	CLOSING TIME: 12pm	12:00pm
DESCRIPTION	Re-advertisement: Appointment for Panel of Six (6) Professional Engineering Services Providers for Provision of Professional Services for Roads and Stormwater services for a period of three (3) years				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS

47 Le Roux

Theunissen

9410

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No IF YES, ANSWER [PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R

<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Matobako Sejane	CONTACT PERSON	Themba Mthimkulu
CONTACT PERSON	077 388 9878	TELEPHONE NUMBER	067 908 9591
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	technicaldirector@masilonyana.co.za
E-MAIL ADDRESS	smatobako@masilonya.co.za		

**MBD1**

## **PART B TERMS AND CONDITIONS FOR BIDDING**

### **1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**

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

### **2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES <input type="checkbox"/>	<input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DAT

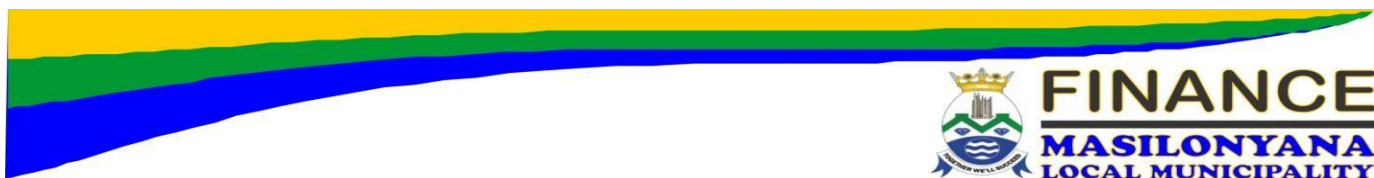
E: .....

**PRICING SCHEDULE – FIRM PRICES**

**(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT



Name	of	Bidder.....	Bid
Closing Time .....		Closing	Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		.....
-	At:		.....
-	Brand and Model		.....
-	Country of Origin		.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		.....
-	Period required for delivery		..... *Delivery: Firm/Not firm
-	Delivery basis		.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

## **MASILONYANA LOCAL MUNICIPALITY**

### **RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF THREE (3) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS.**

#### **T1.2 Tender Data**

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to the Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross referenced to the clause in the Standard Conditions of Tender to which it mainly applies. Clause Number  
Tender Data

F.1.1 The employer is the MASILONYANA LOCAL MUNICIPALITY

F.1.2 The Tender documents issued by the employer comprise:

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.3 List of Returnable Documents

T1.4 Returnable Schedules

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Conditions of Contract

C1.4 Contractual Documentation

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

Part C3: Scope of Work

C3 Scope of Work

F 1.3 Service provider tax status will be verified on CSD;

F 1.4. All prices quoted must include value added tax and must be firm for a validity period of (90) ninety days from closing date of this tender.

## MASILONYANA LOCAL MUNICIPALITY

### RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS

#### TENDER Part T1: Tendering Procedures

<b>T1.1</b>	<b>Notice and Invitation to Tender</b>			
T1.1.1	The words “ <b>tender</b> ” and “ <b>bid</b> ” in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words “Service Provider” and “tendering Service Provider” are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and <i>vice versa</i> , and the singular includes the plural and <i>vice versa</i> . In this document, words and expressions signified in the text using capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.			
T1.1.2	<p>THE MASILONYANA LOCAL MUNICIPALITY INVITES TENDERS FOR THE:</p> <p><b>Re-advertisement: Appointment for panel of a maximum of six (6) Professional Engineering Services Providers for Provision of Professional Services for roads and stormwater services for a period of three (3) years:</b></p>			
T1.1.3	The address for collection of tender documents and the telephone number of the tender section at this address are as advertised.			
T1.1.4	<p>Please note that tender document can also be accessed/download for free on the MASILONYANA LOCAL MUNICIPALITY website <a href="http://www.masilonyana.co.za">http://www.masilonyana.co.za</a> And on e-Tender Portal.</p> <p>Bid documents will be available from <b>15 October 2025</b> on the municipal website and will be downloadable at no cost.</p>			
T1.1.6	Queries relating to these documents may be addressed to the Employer's authorized			
	<b>Description</b>	<b>Tender queries</b>		<b>Technical Queries</b>
	<b>Contact Person</b>	Themba Mthimkulu		067 908 9591
	<b>Postal Address</b>	47 Le Roux, Theunissen 9410		
	<b>Physical Address</b>	MASILONYANA LOCAL MUNICIPALITY, 47 Le Roux, Theunissen,9410.		MASILONYANA LOCAL MUNICIPALITY, 47 Le Roux, Theunissen,9410.
	<b>Tel /Fax No.:</b>	057 492 0245		087 107 6778
T1.1.7	The closing time for receipt of tenders is as advertised. Telephonic, facsimile, electronic and late tenders will not be accepted.			

**TENDER**

**T3**

**Part T1: Tendering Procedures**

**Tender Data**

### T1.2.1 Standard Conditions of Tender

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004 as amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 17 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008 and Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clauses marked "F" in the Standard Conditions of Tender to which it mainly applies.</p> <p>By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the Service Provider</p>
	<p>binds himself to a <i>pactum de contrahendo</i> (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.</p>
F.1.1	<p>The Employer is the <b>MASILONYANA LOCAL MUNICIPALITY</b>.</p>



F.1.2	<p>For this Contract the single volume approach is adopted.</p> <p>The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a Service Provider when submitting a tender. The Service Provider must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p><u>The Tender</u></p> <p>T1: Tendering Procedures  T1.1 Notice and Invitation to Tender T1.2 Tender Data</p> <p>T2: Returnable Documents  T2.1 List of Returnable Documents  T2.2 Returnable Schedules</p> <p><u>The Contract</u></p> <p>C1: Agreement and Contract Data  C1.1 Form of Offer and Acceptance  C1.2 Contract Data</p> <p>C2: Pricing Data  C2.1 Pricing Instructions</p> <p>C3: Scope of Services</p> <p>C4: Site Information</p>
F.1.4	<p>The Employer's Agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.</p>
F.2.1	<p><b><u>Tenders will only be considered for acceptance if</u></b> (i.e. will only be regarded as responsive if):</p> <p>The tendering Service Provider is a Civil, Mechanical &amp; Electrical Engineering business undertaking a professional consulting services, which is under the fulltime supervision of a registered professional engineer or a registered professional engineering technologist.</p> <p>Certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of all the registered principals mentioned in 1 above are included with the tender as part of the returnable documentation.</p>

3. The information, required in respect of 1 and 2 above, has been provided for all Service Providers tendering in consortium or joint venture;
4. At least one registered professional engineer or a registered professional engineering technologist, of whom the same documentation as in 2 above has been included in the tender of the tendering Service Provider, has been listed in C1.2.3, clause 7.1.2 Key Persons;
5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;
6. (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform a risk assessment as described in 6(b) hereafter and referred to in T2.1 – sub paragraph 4;  
  
(b) Tender offers are judged by an evaluation panel to represent an acceptable risk to the Employer. Such risk will be evaluated against the criteria listed below. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

The risk criteria as follows:

#### **Description of risk criteria and sub criteria**

(Note: Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below. The Employer reserves the right to request further clarification, elucidation, additional documentation/information, etc. as may be required to evaluate the tender. The aforementioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.

- A. Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote.

**No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]**

<p>B. The tendering Service Provider's <b>experience and performance on comparable</b> projects during the past 10 years. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value, or other project quantifying parameters), nature of projects (concrete structures), locality/area of execution (site-specific influences, knowledge of local conditions, etc.) and stage of its/their development.</p> <p>[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the risk assessment will be put to the vote. <b>No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and excluded from further consideration.</b>]</p>	
<p>C. <b>Confirmation of the required level of professional indemnity insurance</b> specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).</p> <p>If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. [The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process.</p> <p><b>Unconfirmed professional indemnity insurance will render the tender as unacceptable i.t.o. risk and excluded from further consideration.]</b></p>	
<p>D. <b>Attendance</b> of compulsory clarification meeting, if applicable in terms of F.2.7 below, by a representative of the tendering Service Provider.</p> <p>[Non-attendance, if compulsory in terms of F.2.7, will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. <b>Non-attendance will render the tender a risk to the Employer and therefore excluded from further consideration.</b></p> <p>In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]</p>	
<p>F.2.7 Attendance of said clarification meeting is compulsory.</p> <p>The particulars of said clarification meeting, if applicable, are:</p> <p><b>There will not be a clarification meeting</b></p>	
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original.
F.2.13.4	Delete the last sentence of the paragraph: "Signatories for ... of the tender offer."
F.2.13.5	<p>The Employer's addresses for delivery of tender offers are as advertised.</p> <p>In addition, the following identification details must be provided on the <u>back</u> of the envelope: <b>Service Provider 's name, contact address and telephone number</b> and in the top left corner on the back of the envelope:</p> <p>"TENDER NO. (and fill in the tender number as on the front page here of) <b>"Re-advertisement: Appointment for Panel of a maximum of Six (6) Professional Engineering Services Providers for Provision of Professional Services for Roads and Stormwater services for a period of three (3) years:</b></p>
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tenders is as advertised.
F.2.16	The tender validity period is 120 Days.
F.2.19	The Service Provider shall provide access for inspections to his offices as may be required by the Employer.
F.2.22	Not a requirement.
F.2.23	The Service Provider is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.

F.3.4	<p>The time and location for opening tender offers are:</p> <p>Time: tenders will be opened immediately or as soon as possible after the closing time as advertised.</p>
F.3.5	A two-envelope procedure will not be followed.
F.3.9.3	<p>Omit the wording and replace with the following:</p> <p>“Notify the Service Provider of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the Service Provider to, within a stipulated time, accept the total of prices as corrected in accordance with F.3.9.4.”</p>
F.3.9.4	<p>Omit the wording of the first sentence and replace with:</p> <p>“In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:”</p>
F.3.9.4 (continue d)	<p>Add sub-paragraph c) as follows:</p> <p>“c) If the Service Provider does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the Service Provider is to be classified as not acceptable/nonresponsive and removed from further contention.”</p>
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2.
F.3.11.2	Not applicable.
F.3.11.1	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The evaluation of Tenders will be based on the information contained in the Tenders received in Tender to the Tender, which may further be supplemented by the presentations and clarification information provided. All Tenders shall be equally evaluated by various committees involved in the evaluation process in accordance</p>

<p>with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability with at all times be paramount.</p> <p>Valuation and Scoring Methodology</p> <p>The evaluation of the Tenders by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation;</p>		
Level	Criteria	Description
1.	Verify Completeness	The Tender is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Tender requirements and formalities have been complied with. Incomplete Tenders will be <b><u>disqualified</u></b> .
2.	Verify Compliance	The Tenders are checked to verify that the essential Tender requirements have been met. Non-compliant Tenders will be <b><u>disqualified</u></b> .
3.	Detailed Evaluation of Technical Proposal:  <b>Functionality Criteria</b>	Detailed analysis of Tenders to determine whether the Tenderer is capable of delivering the project in terms of business and technical requirements. <b>The minimum threshold for technical evaluation is 70%, any Tenderer who fails to meet the minimum requirement will be disqualified.</b> Responsive tenders will be evaluated based on the 80/20 preference points system for tenders with a value of >R50 000,000 in terms of the <u>Preferential Procurement Regulations, 2022 of PPPFA</u> .
4.	Price Evaluation	Tenderers will be evaluated on price offered
5.	Scoring	Scoring of Tenders using the Method 2:  Functionality Criteria minimum qualifying points (70) and thereafter Price (80) + Preference Points (20).
6.	Risk Analysis	Perform a risk analysis
7.	Approval	Approval and notification of the final Tenderer

## **TENDER EVALUATION CRITERIA**

The tender will be evaluated on the following criteria:

### **STAGE 1 – ADMINISTRATIVE COMPLIANCE**

The following submissions are the requirements for evaluating each bid for responsiveness.

1. Certificate of Authority for Signatory;
  2. Joint Venture Agreement and Power of Attorney, in case of Joint Venture
  3. A Valid original SARS pin number and current tax Clearance Certificate.
  4. Copies of company founding statement (CK)
  5. Certified copies of directors' ID document
  6. Company's latest and Valid Municipal Rates and Taxes that is not more than 90 days outstanding, and (in the case of a lease agreement, bidders must attach both the lease agreement as well as the latest and valid municipal rates and taxes of the landlord that is not more than 90 days outstanding).
  7. Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
  8. The document must be filled in Black Ink & corrections are countersigned.
  9. The bidder must provide a valid and certified copy of Quality Management System Certificate issued by South African Bureau of Standards (SABS ISO 9001).
  10. The bidder must provide a valid Professional Indemnity Cover of at least R5 000 000.00 or a letter of intent from an approved service provider.
-

## SECOND STAGE – FUNCTIONALITY EVALUATION

Responsive bidders will be evaluated further on Quality/Functionality. The minimum threshold of sixty (70) points has been predetermined and all bidders with a score below seventy (70) points will not be considered further and will be disqualified.

The Quality/Functionality criteria and maximum scores in respect of each of the criteria are as tabled below. points scores for functionality will be rounded off to the nearest two decimal places.

The points allocation for the Functionality Evaluation is detailed in table below.

Description Of Quality Criteria	Maximum Possible points
Company Experience (Track Record on Projects of Similar Nature)	25
Proposed Methodology and understanding of the project	10
Availability of Resources, Design Software	5
Technical Qualification and Competence	40
Skills Transfer and Capacity Building For Municipal Staff	10
Quality Control Practices	10
Total Maximum Evaluation Points	100

## DETAILED BREAKDOWN OF THE EVALUATION CRITERIA: ROADS & STORM WATER, PROJECTS

NO	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	VERIFICATION METHOD	BREAKDOWN OF POINTS SCORES	TOTAL ALLOCATED POINTS
1	Company experience	Demonstrated experience with respect to specific aspects of the project. Successful completion of similar projects (in nature and value)	Seven (7) projects and above	Similar projects completed during the last 5 or more years.  Bidders to submit letters of appointment, completion letters, reference letters and names of traceable references	25	25
			Five to six (5-6) projects		10	
			Three to four (3-4) projects		5	
2	Proposed Methodology and Understanding of Projects.	The important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of the state-of-the-art approaches. The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.	Project Organization Implementation Methodology.	Information included in and appended to Returnable	4	10
			Project Timeline Communication and Deployment Strategy		4	
			Capacity Building Program Strategy		2	
3	Availability Of Resources, Design Software	Ownership of Design Software with ownership certificate attached		Information included in and appended to Returnable Schedule	5	5
		The company utilizes rented design software and proof of leasing of such software attached.			2.5	



NO	CRITERIA	CRITERIA DESCRIPTION	SUB-CRITERIA	VERIFICATION METHOD	BREAKDOWN OF POINTS SCORES	TOTAL ALLOCATED POINTS
4	Technical Qualification and Competence (CV'S)	Project Engineer/Team Leader 1 X (Civil,) or Technologist ECSA (Pr Eng/ Pr Tech Eng/Cert Eng) Registered.	7-10 years of experience with 5 years after registration.	ECSA reg Cert and Traceable Record in relevant project(s) tendered for as Project Leader or Project Engineer.	10	10
			5-6 years of experience 2 years after registration		5	
		Design Engineer 1 X (Civil or Technologist ECSA (Pr Eng/ Pr Tech Eng/Cert Eng) registered.	7-10 years of experience with 5 years after registration.	ECSA reg Cert or equivalent recognised certificate and Traceable Record in relevant project(s) tendered for (attach CV).	10	10
			5-6 years of experience with 2 years after registration.		5	
		Contracts Manager 1 X (Civil) or Technologist ECSA (Pr Eng/ Pr Tech Eng/Cert Eng) registered. OR 1 X Professional Project Manager (SACPCMP) registered. Knowledge of the GCC or FIDIC and/or NEC3 suite of contracts must be clearly described in the relevant CV.	7-10 years of experience with 5 years after registration.	ECSA, (SACPCMP) reg Certs and  Traceable Record in relevant project(s) tendered for. Detailed experiential exposure to the project management	10	10
			5-6 years of experience with 2 years after registration.		5	
		Resident Engineer 1 X (Civil) or Technologist or Technician ECSA (Pr Eng/ Pr Tech Eng/Pr Techni Eng) registered. Traceable Record in relevant project(s) tendered for as Resident Engineer.	7-10 years of experience with 5 years after registration.	Traceable Record in relevant project (s)  Information included in and appended to Returnable Schedule	10	10
			5-6 years of experience with 2 years after registration.		5	

NO	CRITERIA	CRITERIA DESCRIPTION	VERIFICATION METHOD	BREAKDOWN OF POINTS SCORES	TOTAL ALLOCATED POINTS
5.	Quality Control Practices	The tender has an accredited quality management system in accordance with ISO 9001:2015 Certification for Consulting engineering, project management and development.	Information included in and appended to returnable Schedule ISO 9001:2015. Certificate	10	10
		The bidder has in-house quality management in place: Attach copy there of	Information included in and appended to returnable schedule.	5	
6.	Skills Transfer and Capacity Building	Technical Capacity required improve employees' knowledge, skills, understanding of infrastructure development planning, Design, Tender Documentation and Construction Project Management and close of the project.	Information included in and appended to Returnable Schedule	10	10
		Bidder are required to provide detailed strategy, on how they will capacitate municipal staff during the project implementation.		5	
GRAND-TOTAL					100

**STEP 2: CALCULATION OF POINTS FOR HDI**

HDI points will be allocated as follows:

<b>CATEGORY</b>	<b>VERIFICATION METHOD</b>	<b>WEIGHTING</b>
<b>HDI/Designated groups</b>		
Black – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	51 percent > = 3
Women – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	30 percent > = 3
Youth	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
People living with disabilities	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
<b>Total Points for HDI/Designated groups</b>		<b>10</b>
<b>Local area of supplier</b>		
Within the boundaries of Masilonyana Local Municipality	Company's municipal rates and taxes OR lease agreement together with the Landlord's municipal rates to be submitted by the Lessee.	10
Within the boundaries of Lejweleputswa Region	Company's municipal rates and taxes OR lease agreement together with the Landlord's municipal rates to be submitted by the Lessee.	6
Outside of the boundaries of Lejweleputswa but within the Free State	Company's municipal rates and taxes OR lease agreement together with the Landlord's municipal rates to be submitted by the Lessee.	4
<b>Total points for locality</b>		<b>10</b>
<b>TOTAL SPECIFIC Goals</b>		<b>20</b>

- 3.6 The policy should not include Pre-qualification goals.
- 3.7 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.
- 3.8 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act. may only score in terms of the 80/90-point formula for price; and scores 0 points for the relevant specific goals where the supplier or service provider did not stipulate locality.
- 3.9 The preference points scored by a bidder must be added to the points scored for price.
- 3.10 The points scored must be rounded off to the nearest two decimal places.
- 3.11 The contract must be awarded to the tenderer scoring the highest procurement points
- 3.12 (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (b) The organs of state may- negotiate a market-related price with the tenderer scoring the highest points or cancel the tender; if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender. if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender. If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

**Tender offers will only be accepted on condition that:**

- a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <https://secure.csd.gov.za/> ) unless it is a foreign supplier with no local registered entity
- b) the tenderer is in good standing with SARS according to the Central Supplier Database;
- c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the **Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector:**
- e) the tenderer has not:
- f) abused the Employer's Supply Chain Management System; or
- g) failed to perform on any previous contract and has been given a written notice to this effect
- h) may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;
- i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;

**STAGE 4: RISK ANALYSIS-SUPPLY CHAIN MANAGEMENT**

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

- 1. 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; (c) Failed to perform on any previous contract.

2. The bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied.

The Database of Restricted Suppliers is available on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

3. 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](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

- (a) 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?
- (b) 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?

4. This tender is and shall be implemented in accordance with all relevant and applicable legislation, which includes and is not limited to best practice guidelines of procurement, Engineering Profession Act (Engineering Council of South Africa – ECSA: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professions (ECSA) for the typical services stages as listed), tender evaluations and etc.

# **MASILONYANA LOCAL MUNICIPALITY**

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## **PART T2: RETURNABLE DOCUMENTS**

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## MASILONYANA LOCAL MUNICIPALITY

### T2.1 LIST OF RETURNABLE DOCUMENTS

Tenderers shall comply with the following requirements; failure to comply may or will lead to disqualification;  
1 Returnable Schedules – 2 Evaluation Documents

Returnable Schedule	Description	Compliance Evaluation	Technical Evaluation
RS0001	Authority of Signatory	√	
RS0002	Form of Acceptance and Declaration	√	
RS0003	Municipal Certificate for attendance of Compulsory Briefing Session	√	
RS0004	Compulsory Enterprise Questionnaire	√	
RS0005	Tax Compliance Certificate Requirements	√	
RS0006	Pricing Schedule		√
RS0007	Declaration of Interest	√	
RS0008	Declaration for Procurement above R10 million (vat inc.)	√	
RS0009	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	√	
RS0010	Contract Form - Rendering of Services (To be filled by the bidder)	√	
RS0011	Contract Form - Rendering of Services (To be filled by purchaser)	√	
RS0012	Declaration of Bidder's Past Supply Chain Management Practices	√	
RS0013	Certificate of Independent Tender Determination	√	
RS0017	Declaration in Terms of the Municipal Finance Management Act	√	
RS0015	Registration on National Treasury Central Supplier Database	√	
RS0016	Consultancy Services Provided to Organs of State	√	
RS0017	Letter of good standing	√	
RS0018	Bidders Track Record (Similar Projects)		√
RS0019	Letters for similar projects carried out over the past 5 years		√
RS0020	Tenderer's Key Personnel Experience (Engineer/Project Leader)		√
RS0021	Tenderer's Key Personnel Experience (Design engineer)		√

RS0022	Tenderer's Key Personnel Experience (Engineer's representative)		√
RS0023	Expertise of Key Personnel		√
RS0024	Certificates of Registration with ECSA		√
RS0025	Support Resources (Design Software and other Equipment		√
RS0026	Professional Indemnity Insurance	√	
RS0027	ISO 9001: 2015 Certification		√
RS0028	Proposed Work Plan		√
RS0029	Municipal Accounts	√	
RS0030	Skills Transfer & Capacity Building		√



## **MASILONYANA LOCAL MUNICIPALITY**

### **RE-ADVERTISEMENT: APPOINTMENT OF A PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

#### **RS0001: AUTHORITY OF SIGNATORY**

In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership, assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorized thereto by virtue of the Articles of Association, or resolution of the Directors, Members or Partners, or other authority as applicable. Signatories shall confirm their authority by completing the form below and attaching a copy of the relevant authority duly signed and dated.

I, the undersigned, declare that I am duly authorized to sign the offer on the form of offer and acceptance on behalf of .....

.....by virtue of the Articles of Association/Resolution of the Board of Directors\* or .....

.....  
\* Delete whichever is not applicable, or if neither are applicable, indicate alternate authority.

**NAME:** .....

**CAPACITY:** .....

**SIGNATURE:** .....

**DATE:** .....

**WITNESSES:** 1. ....

**MASILONYANA LOCAL MUNICIPALITY**

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS.**

**RS0002: FORM OF ACCEPTANCE AND DECLARATION**

The Municipal Manager  
MASILONYANA LOCAL MUNICIPALITY  
47 Le Roux,  
Theunissen,  
9410

I/We ..... (To be completed)  
***(Representative or Company Name)***

The undersigned, having examined the Specification, hereby offer to supply the municipality with the requirements called for on the municipality's Form of Tender and Specifications, "Form A" attached, in accordance with the conditions of this tender.

I/We further undertake that this offer shall not be retracted or withdrawn from the closing date of this tender up to the order date.

I/We further undertake, in the event of the acceptance of this tender, either wholly or in part, to enter into a formal contract, if required, and to provide one good and sufficient surety for the due fulfillment of the contract to the satisfaction of the municipality.

I/We also agree:

- (a) that if the tender be accepted, the acceptance may be communicated to us by letter through the post and that in such case the Post Office shall be regarded as our agents and delivery of such acceptance to the Post Office shall be treated as delivery to us.
- (b) The Municipality chooses as its "domicilium citandi et executandi" for the purpose of the contract, the following address:

MASILONYANA LOCAL MUNICIPALITY  
47 le Roux,  
Theunissen,  
9410.

the law of South Africa will govern the contract created by acceptance of our tender and we agree to submit to the jurisdiction of the South African Courts;

- c) that if our tender be accepted by the Municipality either wholly or in part, and the acceptance be notified to us, we undertake to be bound by the term of the agreement constituted by our said tender and the acceptance thereof by the said Municipality, until a formal contract has been executed between us and the Municipality, and that if we are not required by the Municipality to execute such formal contract, we undertake to be bound by the terms of the agreement constituted by our said tender and the acceptance thereof by the said Municipality.

**I/WE ALSO DECLARE THAT:**

- 1) The information provided is true and correct;
- 2) The signatory to the tender document is duly authorized;
- 3) I/we are registered for Workman's Compensation and the valid original (or valid certified copy) of the workman's compensation commissioner's letter of good standing is attached. When applicable the option to submit an original or certified copy of the letter from the agent authorized by Workmen's Compensation Commissioner will be accepted. In the case where it is not possible for a Service Provider to obtain the above letter of good standing from the workmen's compensation commissioner, an affidavit is to be submitted advising that the business has registered with the workmen's compensation commissioner.
- 4) In the case where a business does not employ any employees an affidavit together with a letter from the workmen's compensation commissioner addressed to the business, confirming that registration is not required, must be submitted.
- 4) Documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state;
- 5) The original valid tax clearance certificate is attached, or the Pin Number has been submitted
- 6) My municipal rates and taxes are paid up to date and the following is attached:

**A. SERVICE PROVIDER IS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM ITS PREMISES**

A.1 In the case where the Service Provider owns the property from which the Service Provider's business operates from, an original or certified copy of the Service Provider's business most recent municipal account indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the municipality in which jurisdiction the said property is situated, must be submitted.

**NB:** Should there be **separate** tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices OR

**B. SERVICE PROVIDER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES**

B.1 In the case where the Service Provider does not own property and is a tenant for the purpose of its business establishment, the Service Provider to provide an original or certified copy of a certificate from its landlord certifying that all the tenant's payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or

B.2 In the case where the Service Provider as tenant is responsible for its own municipal accounts with the Municipality then Service Provider must attach the letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

**MASILONYANA LOCAL MUNICIPALITY**

**RE-ADVERTISEMENT: RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS.**

**RS0003: MUNICIPALITY CERTIFICATE FOR ATTENDANCE OF COMPULSORY BRIEFING SESSION**

Certificates for attendance of compulsory session will be issued by the Employer and emailed to each prospective bidder.

ATTACH SIGNED COPY OF THE COMPULSORY CLARIFICATION MEETING **(NOT APPLICABLE)**

## **MASILONYANA LOCAL MUNICIPALITY**

**RE-ADVERTISEMENT: RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS.**RS0004: **COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Physical address of enterprise:** .....

.....

.....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number ..... Tax  
reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

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

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / Our tax matters are in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of

Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**RS0006      PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICE SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid Number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR.....**120**...DAYS FROM THE CLOSING DATE OF BID.

---



## **MASILONYANA LOCAL MUNICIPALITY**

### **RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

#### **RS0007    DECLARATION OF INTEREST**

**MBD 4**

1. No Tender will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to Tender. In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the Service Provider or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

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

3.6.1 If so, furnish particulars. ....

.....  
If so, furnish particulars.  
.....

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

(a) a member of –

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

Do have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this Tender?

If so, furnish particulars.

YES / NO

Are you, aware of any relationship (family, friend, other) between a Service Provider and any persons in the service of the state who may be involved with the evaluation and or adjudication of this Tender?

YES / NO

If so, furnish particulars.

.....

.....

YES / NO

Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state?

If so, furnish particulars.

.....

YES / NO

Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state

.....

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

Full Name	Identity Number	State Employee Number

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Service Provider

**RS0008- PROCUREMENT ABOVE R10-MILLION**

**DECLARATION FOR PROCUREMENT ABOVE R10-MILLION (ALL APPLICABLE TAXES INCLUDED) for all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:**

		Tick applicable box	
1.	By law you are required to prepare annual financial statements for auditing?	Yes	No
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.	Do you have any outstanding undisputed commitments for services towards any municipality for more than three months service provider in respect of which payment is overdue for 30 days?	municipal or any other more than	
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide particulars:		
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	Yes	No
3.1	If yes, provide particulars:		
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	Yes	No
4.1	If yes, provide particulars:		

**CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

NAME OF REPRESENTATIVE	AUTHORIZED (UNDERSIGNED)	SIGNATURE

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).
- This tender will be evaluated on 80/20 preference points system.

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

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

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin= Price of lowest acceptable tender

### 3.2. 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (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 (80/20 system) (To be completed by the organ of state)	Documents Required for allocation of points.	Number of points claimed (80/20 system) (To be completed by the tenderer)
<i>Locality (Indicate points claimed on only one applicable space).</i>	<i>(Maximum claimable)</i>	Proof of address	
Within the boundaries of Masilonyana Local Municipality	10		
Or outside the boundaries of Masilonyana but within Lejweleputswa District	6		

Or outside the boundaries of Lejweleputswa District but within the Free State	4		
<b>Maximum points</b>	<b>10</b>		
<b>Points for HDI/Designated groups will be broken down as follows:</b>			
Black – owned	51 percent $\geq 3$	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	
Women – owned	30 percent $\geq 3$	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	
Youth	2	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	
People living with disabilities	2	Confirmation letter from the Doctor OR Affidavit, CSD Report.	
<b>Maximum points</b>	<b>10</b>		
<b>Total of specific goal 1 (locality) and goal 2 (HDI/Designated Groups)</b>	<b>20</b>		

## 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 authorized to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

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



## CONTRACT FORM - PURCHASE OF GOODS/SERVICES

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

### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to (name of institution)... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;

- Proof of Tax Compliance Status;
  - Pricing schedule(s);
  - Technical Specification(s);
  - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
  - Declaration of interest;
  - Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESS

1.....

2.....

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

.....

.....

## RS0010 CONTRACT FORM – PURCHASE OF SERVICES (TO BE FILLED BY THE BIDDER)

### MBD 7.2

#### CONTRACT FORM - PURCHASE OF SERVICES

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

#### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (MASILONYANA LOCAL MUNICIPALITY) in accordance with the requirements and specifications stipulated in bid number UMS/TS/PSP/02/2024 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

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

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic
- Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

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

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

2. ....

DATE: .....

## MASILONYANA LOCAL MUNICIPALITY

### RS0011 – CONTRACT FORM (TO BE FILLED IN BY THE PURCHASER)

MBD 7.2

#### CONTRACT FORM - PURCHASE OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
No.01	N/A	N/A	THIRTY-SIX (36) Months		N/A

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

SIGNED AT .....ON.....2025

OFFICIAL STAMP



NAME (PRINT) .....

SIGNATURE .....

WITNESSES 1. .... 2. ....

## CONTRACT FORM - TENDER FOR INCOME-GENERATING CONTRACTS<sup>1</sup>

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

### PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to lease property/ purchase all or any of the goods and/or services described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
  
14. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (iv) Bidding documents, viz
    - Invitation to bid;
    - Proof of tax compliance status;
    - Pricing schedule(s);
    - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
  
15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted covers the leased property/ all the goods and/or services specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

---

<sup>1</sup> "Tender for income-generating contracts" has the same meaning as defined in the Preferential Procurement Regulations, 2022.

16. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
17. I undertake to make payment for the leased property/ goods/services as specified in the bidding documents.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
19. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1.....

2.....



## **MASILONYANA LOCAL MUNICIPALITY**

### **RS0012: DECLARATION OF SERVICE PROVIDER 'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**MBD 8**

This Municipal Tendering Document must form part of all Tenders invited.

It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The Tender of any Service Provider may be rejected if that Service Provider, or any of its directors have:

- ☐ Abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- ☐ Been convicted for fraud or corruption during the past five years;
- ☐ Will fully neglected, reneged on or failed to comply with any government, municipal or other public sector Tender during the past five years; or
- ☐ Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	N
4.1	Is the Service Provider or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	N
4.1.1	If so, furnish particulars:		
4.2	<b>Is the Service Provider 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)?</b>  (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes	N
4.2.1	If so, furnish particulars:		

**TENDER**

**T49**

**Part T1: Tendering Procedures**

**Tender Data**

Item	Question	Yes	No
4.3	Was the Service Provider or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<b>Does the Service Provider or any of its directors owe any municipal rates and taxes or municipal charges to the MUNICIPALITY / municipal entity, or to any other MUNICIPALITY / municipal entity, that is in arrears for more than three months?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any Tender between the Service Provider and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the Tender?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Service Provider

**TENDER**

**T50**

**Part T1: Tendering Procedures**

**Tender Data**

## **MASILONYANA LOCAL MUNICIPALITY**

### **RS0013: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)**

I, the undersigned, in submitting the accompanying bid:

---

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

---

(Name of MUNICIPALITY / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium 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.

In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

**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

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS .**

**RS0017: DECLARATION IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT**

Item	Question	Yes	No
1.1	Is the tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the tenderer 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)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (0)12 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.3.1	If so, furnish particulars:		
1.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.5.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**

**TENDER**

**T53**

**Part T1: Tendering Procedures**

**Tender Data**

## **MASILONYANA LOCAL MUNICIPALITY**

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

### **RS0015: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause F.2.1.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

SIGNED BY TENDERER:.....

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEAR.**

**RS0016 : CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE**

The tenderer shall indicate on the schedule below particulars of all consultancy services provided to organs of state by all offices country wide in the last five years. Tenderers shall also indicate, by means of a cross (x) in the last column, which, if any, of the services listed are of a similar nature, to those being tendered for in terms of this tender.

Where the entity tendering is a joint venture, the particulars of services provided to organs of state by each party to the joint venture, must be submitted as part of this schedule (additional pages may be added if necessary).

CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE				
TITLE OF PROJECT	VALUE OF CONTRACT	EMPLOYER	DATE COMPLETED	SIMILAR SERVICE

## **MASILONYANA LOCAL MUNICIPALITY**

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### **RS0017: WORKMEN'S COMPENSATION LETTER OF GOOD STANDING: COIDA**

**PAGE TO WHICH A VALID CERTIFICATE NUMBER OF THE WORKMEN'S COMPENSATION COMMISSIONER LETTER OF GOOD STANDING MUST BE ATTACHED.**

Please provide a valid certificate number of the Workmen's Compensation if registered with the department of labour, or attach valid original (or valid certified copy) of the Workmen's Compensation commissioner letter of good standing from applicable agencies e.g, FEM, RAM etc, if not registered with the department of labour.

Workmen's Compensation registration number: \_\_\_\_\_

Workmen's Compensation certificate number: \_\_\_\_\_

OR

In the case where it is not possible for an applicant to obtain the above letter of good standing from the Workmen's Compensation Commissioner, an affidavit is to be submitted advising that the business has registered with the Workmen's Compensation Commissioner.

OR

In the case where a business does not employ any employees an affidavit Together with a Letter from the Workmen's Compensation Commissioner addressed to the business, confirming that registration is not required, must be submitted.

SIGNED BY TENDERER: .....



## **MASILONYANA LOCAL MUNICIPALITY**

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### **RS0018: BIDDERS TRACK RECORD (SIMILAR PROJECTS)**

The tenderer shall indicate on the schedule below all relevant projects (the analysis and design of new and remedial works) that have been successfully completed in the past five years, or that are underway at present.

Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary). A score for each will be combined in proportion to the percentage contribution of each party to the joint venture.

<b>BIDDERS TRACK RECORD</b>			
<b>TITLE AND BRIEF DESCRIPTION OF PROJECT</b>	<b>VALUE OF CONTRACT</b>	<b>EMPLOYER (Contact Details)</b>	<b>DATE COMPLETED</b>

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

**RS0019: LETTERS FOR SIMILAR PROJECTS CARRIED OUT OVER THE PAST 5 YEARS.**

Project description: .....

.....

Name of Service Provider for whom I am giving reference:.....

.....

**Start Date:** ..... **Completion Date:** .....

KEY PERFORMANCE AREA	POOR 30%	ACCEPTABLE 60%	GOOD 100%	REMARKS
Service Provider's understanding and definition of scope of works.				
Service Provider offering innovation, affordable and applicable engineering selection.				
Service Provider's document management and control.				
Service Provider's ability to maintain core project team with minimum replacement.				
Service Provider's ability to meet deadlines and quality requirements				
Service Provider's overall control exercised over project execution and administering of claims.				

Would you recommend this Service Provider for similar project without reservation? **Yes / No**

☐ ☐

**DECLARATION:**

Name of Referee:

.....

Name of Referee:

On Behalf of (Name of Organization): .....

**\* ATTACH AT LEAST FIVE (5) SIGNED AND STAMPED COPIES OF REFERENCE.**

**TENDER**

**T58**

**Part T1: Tendering Procedures**

**Tender Data**

## MASILONYANA LOCAL MUNICIPALITY

### **RS0020: TENDERER'S KEY PERSONNEL EXPERIENCE (ENGINEER/PROJECT LEADER)**

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause F2.1.1 (b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of qualification and CV must be appended to this form.

NAME	POSITION IN TEAM	QUALIFICATION	NO. OF YEARS EXPERIENCE
	ENGINEER/PROJECT LEADER		

Technical/Managerial Experience

**(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)**

CLIENT	PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**RS0021: TENDERER'S KEY PERSONNEL EXPERIENCE (DESIGN ENGINEER)**

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause F2.1.1 (b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of qualification and CV must be appended to this form.

NAME	POSITION IN TEAM	QUALIFICATION	NO. OF YEARS EXPERIENCE
	DESIGN ENGINEER / TEAM LEADER		

Technical/Managerial Experience

**(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)**

CLIENT	PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**RS0022: TENDERER'S KEY PERSONNEL EXPERIENCE (ENGINEER'S REPRESENTATIVE)**

The tenderer shall provide details of previous experience required for this project The tenderer is referred to clause F2.1.1 (b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of qualification and CV must be appended to this form.

NAME	POSITION IN TEAM	QUALIFICATION	NO. OF YEARS EXPERIENCE
	ENGINEER'S REPRESENTATIVE		

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works

CLIENT	PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	CONTACT PERSON AND FIRM	CONTACT NO.

Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER: .....

**TENDER**

**T61**

**Part T1: Tendering Procedures**

**Tender Data**

## **MASILONYANA LOCAL MUNICIPALITY**

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

### **RS0023: EXPERTISE OF KEY PERSONNEL**

Notwithstanding having appended the Curriculum Vitae of the key personnel to the above, the tenderer shall append to this schedule, a statement for each of the individuals identified, which indicates any fields of specialization and any recent experience that is relevant to this particular project (which may or may not have formed part of the individual's CVs). Tenderers should indicate what particular aspect of the project the specialization or experience is relevant to.

BY TENDERER: .....

**TENDER**

**T62**

**Part T1: Tendering Procedures**

**Tender Data**

## **MASILONYANA LOCAL MUNICIPALITY**

### **RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER FOR A PERIOD OF THREE (3) YEARS**

#### **RS0024: CERTIFICATE OF REGISTRATION WITH ECSA**

The tenderer shall provide a printed copy of the Active Key personnel's Listing off the Engineering Council of South Africa (ECSA) website. Tenderers whose ECSA registration expires within 21 days after close of tender should attach proof of their application for re-registration.

Name of Registered Key Personnel: .....

Discipline: .....

Category: .....

ECSA Registration Number: .....

Registration Status: .....

Registered Since: .....

SIGNED BY TENDERER: .....

**TENDER**

**T63**

**Part T1: Tendering Procedures**

**Tender Data**

## **MASILONYANA LOCAL MUNICIPALITY**

### **RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

#### **RS0025: SUPPORT RESOURCES (DESIGN SOFTWARE AND OTHER EQUIPMENT)**

The tenderer shall state below what Logistics (i.e. Vehicle), Design Software and other equipment (i.e. Printers) will be immediately available for this project,

- a) Immediately available (I)
- b) On order (O) (State details of arrangements made, with delivery dates)
- c) To be acquired or hired (H)(State details of delivery arrangements)

<b>LOGISTICS, DESIGN SOFTWARE AND OTHER EQUIPMENT</b>	<b>NUMBER TO BE USED ON THIS PROJECT</b>	<b>DATE OF MANUFACTURE</b>	<b>AVAILABILITY (State either I, O or H)</b>



## **MASILONYANA LOCAL MUNICIPALITY**

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### **RS0026: PROFESSIONAL INDEMNITY INSURANCE**

The tenderer shall state below details of the professional indemnity insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance must be appended to this schedule.

<b>PROFESSIONAL INDEMNITY INSURANCE HELD</b>		
<b>NAME OF INSURED</b>	<b>NAME OF INSURER</b>	<b>LIMIT OF INDEMNITY IRO EACH CLAIM</b>

SIGNED BY TENDERER: .....

**TENDER**

**T65**

**Part T1: Tendering Procedures**

**Tender Data**

## **MASILONYANA LOCAL MUNICIPALITY**

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### **RS0027: ISO 9001: 2015 CERTIFICATION**

If applicable, the tenderer shall append proof of their ISO 9001:2015 certification to this schedule.

Ten tender evaluation points for quality will be awarded to tenderers who are ISO 9001:2015 certified. Where the entity tendering is a joint venture, provided one of the parties is ISO 9001:2015 certified, and it has been indicated on the work plan submitted that that party will take responsible for quality management, then the joint venture will be awarded 5 tender evaluation points in this respect.

## MASILONYANA LOCAL MUNICIPALITY

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### **RS00028 : PROPOSED WORK PLAN**

The tenderer shall append their proposed work plan to this page.

It should be noted that while a project programme/schedule may form part of the required work plan, more than a project programme/schedule is expected in response to this requirement. The work plan must indicate the approach and methodology that the tenderer intends following in order to reach the required outcomes. The work plan must show that the tenderer has appreciated the Scope of Work, and has good insight as to what actions or activities are required in order to comply with the Employer's objectives. Tenderers should however endeavour to keep their submissions in this regard to a maximum of 5 pages.

SIGNED BY TENDERER: .....

PAGEE CAS TO WHICH ANY OF THE FOLLOWING MUST BE ATTACHED IN THE E WHERE:

**A. TENDERER AS LANDOWNER FOR PURPOSE OF CONDUCTING BUSINESS FROM PREMISES**

A.1 In the case where the tenderer owns the property from which the tenderer's business operates from, an original or certified copy of the tenderer's business (not older than months) indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the MUNICIPALITY in which jurisdiction the said property is situated, must be submitted.

OR

A.2 In the instance where the tender occupies Tribal land an original/certified affidavit from commissioner of oath, confirming that the tenderer is residing in the area where no municipal account is billed. If the property rates, electricity, water, refuse is charged by the MUNICIPALITY, the original or certified copy of the statement not older than three (3) months in the name of the service provider or any of its directors must be attached.

NB: Should there be separate tax invoices from the MUNICIPALITY for property rates and services (taxes), you are required to submit the most recent of each of these invoices.

OR

**B. TENDERER IS THE TENANT FOR PURPOSE OF CONDUCTING ITS BUSINESS FROM PREMISES**

B.1 In the case where the tenderer does not own property and is a tenant for the purpose of its business establishment, the tenderer to provide an original or certified copy of a certificate from its landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or.

B.2 In the case where the tenderer as tenant is responsible for its own municipal accounts with the municipality then tenderer to provide an original or certified copy letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

B.3 In the case where the tenderer operates in the property owned by relative and does not pay rent or rate an affidavit from the relative confirming such must be attached

B.4 In case where the potential service provider is under incubation programme an original or certified copy of the letter from the incubator confirming that the service provider is using their facilities (property). The incubator is to provide their original or certified copy of rates account or letter from the landlord.

## **MASILONYANA LOCAL MUNICIPALITY**

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### **RS0030: SKILLS TRANSFER & CAPACITY BUILDING**

The company needs to submit a proposal on how it will transfer skills to seconded technical department personnel from inception to close out, ensuring that the personnel are equipped with design experience to mention a few on any of the related engineering projects.

**PART C1: AGREEMENT AND CONTRACT DATA**

**PART C1: AGREEMENTS AND CONTRACT DATA**

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## **MASILONYANA LOCAL MUNICIPALITY**

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **PART C1: AGREEMENTS AND CONTRACT DATA**

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## C1.1 FORM OF OFFER AND ACCEPTANCE

### A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract for the procurement of **RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words).....

.....Rands;

(in figures) R.....

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

Signature(s) .....

Name(s) .....

Capacity .....

#### For the Tenderer:

*(Insert name and address of organization)*.....

Name & Signature of Witness .....

Date.....



**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

**FORM B: ACCEPTANCE**

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

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work.

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

Notwithstanding anything contained herein and unless agreed mutually elsewhere in writing between the Employer and the Tenderer, this agreement comes into effect on the earliest of: (a) Two weeks following the date on which the Tenderer acknowledges the receipt of a formal letter awarding the contract; (b) the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now contractor) within five working days of the date of receipt of either the letter from the Employer alluded to in (a) or the document alluded to in (b) above notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties, effective from the date of signature below by the Employer.

**Signature:** *(of person authorized to sign the acceptance)* .....

**Name:** *(of signatory in capitals)* .....

**Capacity:** *(of Signatory)* .....

**Name of Employer:** *(organization)* MASILONYANA LOCAL MUNICIPALITY

**Address:**

**AS WITNESS**

**Signature:** ..... **Name:** *(in capitals)* .....

**Date:**.....

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

**FORM C: SCHEDULE OF DEVIATIONS**

The extent of deviations from the tender documents issued by MASILONYANA LOCAL MUNICIPALITY prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

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

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1.

Subject:.....

Details: .....

.....
2.

Subject:.....

Details: .....

.....
3.

Subject:.....

Details: .....

.....
4.

Subject:.....

Details: .....

By the duly authorized representatives signing this Schedule of Deviations, Masilonyana Local Municipality and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and MASILONYANA LOCAL MUNICIPALITY during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed

signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signature: .....

Name: ..... Capacity:

.....

Tenderer: *(Name and address of organization)* .....

Witness:

Signature: ..... Name:

.....

Date: .....

**FOR MASILONYANA LOCAL MUNICIPALITY**

Signature: .....

Name: .....

Capacity: .....

**Witness:**

Signature: .....

Name: .....

Date: .....

By signing this part of this form of offer and acceptance, the municipality identified below accepts the tenderers offer. In consideration thereof, the municipality shall pay the Tender or the amount due. Acceptance of the tenderers offer shall form an agreement between the municipality and the tenderer upon the terms and conditions contained in this Tender that is the subject of this agreement.

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

**C1.2 Contract Data**

**CONDITIONS OF CONTRACT**

**The Conditions of Contract are the Standard Professional Services Contract (July 2009)** published by the Construction Industry Development Board, together with the municipality's Special Conditions of Contract.

**1. DEFINITIONS**

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

**Health and Safety Agent**

*The Service Provider appointed in terms of the Occupational Health and Safety Act No. 85 of 1993, including the relevant Regulations.*

**Black People**

*Black people has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).*

**Construction monitoring/supervision**

*The process of managing and coordinating the Works Contract and over-seeing and/or inspecting the Works in accordance with the Employer's requirements.*

**Consulting Engineering Firm**

*It must be managed by a natural person or legal entity which provides primarily independent technology-based intellectual services in the built, human and natural environment to clients for a fee and which may be any of the following:*

- (a) a Sole Practitioner who is a Registered Principal; In the case of a sole practitioner, such recognition will be limited to that of Professional Engineer, Professional Technologist or a Professional Technician registered in South Africa under the Engineering Professions Act of 2000;*
- (b) a Partnership, in which at least 50% of the Partners are also Registered Principals with at least one third of these Registered Principals registered in South Africa under the Engineering Professions Act of 2000;*
- (c) a company in which at least 50% of the statutory Directors are also Registered Principals with at least one third of these Registered Principals registered in South Africa under the Engineering Professions Act of 2000;*

(d) *A subsidiary or regional office or associate office in South Africa of a foreign firm that is appropriately registered in South Africa and has at least 50% of its statutory Directors as Registered Principals with at least one third of these Registered Principals registered in South Africa under the Engineering*

*Professions Act of 2000 or such equivalent legislation outside of the Republic of South Africa; Provided always that there shall be excluded from this definition any Firm:*

- (i) *which engages in or is a subsidiary or holding company of a company which engages in manufacturing or construction such as would in the opinion of the Board tend to influence the exercise of independent judgement of a Principal in such firm in relation to the matters in which the firm provides services and where the project liability is split between planning, design and execution phases of the works; or*
- (ii) *whose holding company has any other subsidiary which engages in manufacturing or construction unless the Board is satisfied that the independent judgement of the Principals of the firm is not influenced by the interests of such other subsidiary and where the project liability is split between planning, design and execution phases of the works; or*
- (iii) *which (in the opinion of the Board) is in substance owned by the State or a similar public body or is in substance the design department of a development, manufacturing or construction enterprise; or*
- (iv) *the ownership of which (in the opinion of the Board) is such as would tend to override the decisions of its statutory Directors and influence the reasonable decisions of the Principals in such firm in the exercise of independent judgement in relation to the technology-based intellectual services provided by such firm; or*
- (v) *where any persons directly or indirectly participating in the management of the firm are considered unsuitable by the Board which engages in or is a subsidiary or holding company of a company which engages in manufacturing or construction and whose clients are substantially its owners or any other subsidiary of its holding company.*

### **Contract**

The Contract signed by the Parties and of which these General Conditions of Contract form part.

### **Contractor**

The contracting party named as contractor in the Letter of Tender of the Works Contract accepted by the Employer.

### **Contract Data**

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the contract.

### **Contract Price**

The price to be paid for the performance of the Services in accordance with the Pricing Data.

### **Day**

A calendar day.

**Defect**

A part of the Services, as performed, which does not comply with the requirements of the Contract.

**Deliverable**

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed.

**EME**

*EME is an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).*

**Employer**

The contracting party named in the Contract who employs the Service Provider.

**Engineer**

The natural or juristic person, partnership, Incorporated Company, Propriety Limited Company or Close Corporation appointed in writing by the Employer for the construction monitoring and management of the engineering Works undertaken by the Contractor.

**Force Majeure**

*“For the purpose of this Contract the expression ‘Force Majeure’ shall mean an event or circumstance described in clause 8.3.1.*

**Key Persons**

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

**Others**

Persons or organizations who are not the Employer, the Service Provider or any employee, subcontractor, or supplier of the Service Provider.

**Parties**

The Employer and the Service Provider.

***People with Disabilities***

*People with Disabilities has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).*

**Period of Performance**

The period within which the Services are to be performed and completed.

**Personnel**

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

**Personnel Schedule**

A schedule naming all personnel and key persons.

**Pricing Data**

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up of the Contract Price.

**Principal**

*A Principal of a Consulting Engineering Firm shall be any of the following who is in active practice in the firm: • A sole practitioner; or*

- Where the Consulting Engineering Firm is a partnership, all statutory directors; or*
- Where the Consulting Engineering Firm is a close corporation, all the statutory members; or*
- Where the Consulting Engineering Firm is a company (including locally registered subsidiary or regional office or associate office of a foreign firm), all the directors appointed in terms of the Companies Act or equivalent in the country of operation.*

### **Project**

The project named in the Contract Data for which the Services are to be provided.

### **QSE**

*QSE is a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).*

### **Registered Principal**

*A Principal who is registered as a professional engineering practitioner with the Engineering Council of South Africa or as a professional registered with any other Professional body recognised by the South African Qualifications Authority (SAQA) or such equivalent recognised body outside of the Republic of South Africa.*

### **Scope of Work**

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

### **Services**

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

### **Sub-contractor**

A person or body corporate who enters into a sub-contract with the Service Provider to perform part of the Services.

### **Targeted Enterprise**

A Consulting Engineering Firm who is an EME (BEP)\* or QSE (BEP)\*, contracted by the Service Provider to perform a specified percentage of work stated in the Contract Data under his guidance and which complies with the following:

- Is at least 51% owned by black people and
- Has a B-BBEE status\* of 'level one or level two contributor'; and
- does not share equity holding with the Service Provider; and
- is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- is registered on the National Treasury's Central Supplier Database (CSD).



NOTE: All references to EME, QSE, are in terms of the amended Construction Sector Codes published in Notice 931 of 2017 in Government Gazette No 41287 on 1 December 2017.

### **Technical Proposal**

*The Key Persons proposed by the Service Provider to undertake the respective functions/duties as defined under the Contract.*

### **Works or Works Contract**

That project or part of a project that the employer wishes to have delivered and for which the Service Provider has been appointed for the performance of the services specified in this contract.

### **Youth**

*For purposes of this contract, Youth means persons between the ages of 18 (eighteen) and 35 (thirty-five).*

## **1. INTERPRETATION**

2.1 Unless inconsistent with the context, an expression which denotes:

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa;
- c) the singular includes the plural and vice versa.

2.2 *The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence: a) the Form of Acceptance b) the Form of Offer*  
*c) the Contract Data*  
*d) the General Conditions of Contract*  
*e) the Scope of Work*  
*f) the Pricing Schedule and any other documents forming part of the Contract.*

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

## **3. GENERAL**

### **3.1. Governing laws**

*“Law” means all national (or other spheres of Government) legislation, statutes, ordinances and other laws including the South African Common Law, and regulations and by-laws of any legally constituted public authority.*

### **3.2. Change in legislation**

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 17 days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price.

### 3.3. Language

3.3.1. The language of the Contract and of all communications between the Parties shall be English.

3.3.2. All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

### 3.4. Notices

3.4.1. Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when *delivered* to such Party at the address *stated* in the Contract *Data*, or one week after having been sent by registered post.

3.4.2. If the sender requires evidence of receipt, he shall state such requirement in his communication and, wherever there is deadline for the receipt of the communication, he may demand evidence of receipt of his communication. In any event, the sender shall take all the necessary measures to ensure receipt of communications.

3.4.3. A Party may change its address for receipt of communications by giving the other Party 30 days advance notice of such change.

### 3.5. Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

### 3.6. Publicity and publication

Unless otherwise agreed, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval shall not be unreasonably withheld.

### 3.7. Confidentiality

Both Parties shall keep all commercially sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party except to the *extent strictly necessary to carry out obligations under this Contract or to comply with applicable laws*.

### 3.8. Variations

3.8.1. The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services. *No variation shall have any force or effect unless reduced to writing and signed by both Parties.*

3.8.2. The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed in writing between the Service Provider and the Employer, prior to the change being implemented.

3.8.3. Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

### 3.9. Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and no representation not contained therein shall be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

### 3.10. Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any wilful or negligent act or omission by the Service Provider or his subcontractors in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

### 3.11. Penalty

3.11.1. In the event that due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract, be entitled to levy a penalty for every day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.11.2. If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider:

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

3.11.3. In the event that due to his negligence or for reasons within his control, the Service Provider does not meet the specified target of work stated in the Contract Data to the Targeted Enterprise the Employer shall be entitled to levy a penalty as stated in the Contract Data.

3.11.4. In the event that due to his negligence or for reasons within his control, the Service Provider does not disclose subcontracting arrangements the Employer may be entitled to levy a penalty as stated in the Contract Data.

## 2.4 Equipment and materials furnished by the Employer

2.4.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to

the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

2.4.2 *Unless otherwise stated in the Contract Data*, the Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

## **2.5 Illegal and impossible requirements**

The Service Provider shall notify the Employer immediately, should he become aware that the Contract requires him to undertake anything which is illegal or impossible.

## **2.6 Programme**

2.6.1 The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, inter alia, include:

- a) the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and
- c) other information as required in terms of the Scope of Work or Contract Data.

2.6.2 The Employer may, during the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

**2.6.3 The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.**

## **2.7 Severability**

*If a court of competent jurisdiction holds that any provision of this Contract is severable by reason of it being invalid, illegal, unlawful or unenforceable and as a consequence of which prevents the accomplishment of the purpose of this Contract, the Employer and the Service Provider shall meet and review the matter to adopt means to fulfil the purpose of the Contract.*

## **2.8 Waiver**

*No defence of a waiver of any of the provisions of this contract shall be effective unless it is expressly stated in writing, by the Party against whom such defence is raised, to be a waiver of such provisions and is communicated to the other Party in writing in accordance with the provisions of Clause 3.4.*

## **3. EMPLOYER'S OBLIGATIONS**

### **3.1 Information**

3.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

3.1.2 The Employer shall provide the Service Provider with any assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

3.1.3 The Service Provider shall be entitled to rely on the accuracy and completeness of all information furnished by or on behalf of the Employer.

### **3.2 Decisions**

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

### **3.3 Assistance**

The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

3.3.1 authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;

3.3.2 provide all relevant data, information, reports, correspondence and the like, which become available;

3.3.3 procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;

3.3.4 assist in the seeking of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

3.3.5 designate in writing a person to act with his complete authority in giving instructions and receiving communications on his behalf and interpreting and defining his policies and requirements in regard to the Services.

### **3.4 Services of others**

3.4.1 The Employer shall, at his own cost, engage such others as may be necessary for the execution of work necessary for the completion of the Project, but not included in the Services.

3.4.2 The Employer shall not enter into an agreement or contract with others which describes any of the duties and responsibilities of the Service Provider in terms of the Contract or which imposes obligations on him, without first obtaining the Service Provider's written agreement thereto.

### **3.5 Notice of change by Employer**

On becoming aware of any matter which will materially change, or has changed, the scope, cost or timing of the Services, or on becoming aware of any defect or deficiency in the Services, the Employer shall immediately advise the Service Provider thereof.

### **3.6 Issue of instructions**

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

### **3.7 Payment of Service Provider**

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

#### **4. SERVICE PROVIDER'S OBLIGATIONS**

##### **4.1 General**

4.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards and shall be responsible for breach of professional duty by reason of any error, omission or neglect in connection with delivering the services

4.1.2 Where the Services include the exercise of powers to certify, decide or otherwise exercise discretion in regard to a contract or agreement between the Employer and Others, then the Service Provider shall act in respect of that contract or agreement as an independent professional

4.1.3 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

4.1.4 Unless specifically instructed differently, the Service Provider is delegated as the Employer's "Mandatory" in terms of the Occupational Health and Safety Act (Act no. 85 of 1993), and as the Employer's Agent as defined in Construction Regulations 5(5), (6) and (7) of the said Act.

4.1.5 The Service Provider, if requested by the Employer, shall provide any plans and calculations for checking by others.

4.1.6 All design calculations shall be kept and safeguarded for the duration of the insurance(s) required in terms of Clause 5.4.1.

4.1.7 The Service Provider shall enter into a contract over the full contract duration (either through partnership, joint venture or sub-contracting) with a Targeted Enterprise(s) to perform a percentage of work as stated in the Contract Data.

4.1.8 The Service Provider undertakes to pay the Targeted Enterprise(s) the full value due in each interim fee claim. The Service Provider further undertakes to make payment within 30 (thirty) days of presentation by the Service Provider of the interim fee claim to the Employer for payment, or by the 30th of the month following that in which the Targeted Enterprise(s) completed the work, whichever date is earlier.

##### **4.2 Exercise of authority**

4.2.1 The Service Provider shall have no authority to relieve others appointed by the Employer to undertake work on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

4.2.2 Whenever necessary to enter upon land for the performance of the Contract the Service Provider shall indemnify the Employer from all costs arising from any transgression committed by the Service Provider.

#### **4.3 Designated representative**

The Service Provider shall designate in writing a person to act as his representative and such person shall have complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

#### **4.4 Insurances to be taken out by the Service Provider**

4.4.1 The Service Provider shall, at his own cost, unless otherwise agreed, take out and maintain in force such insurance policies in respect of their own risks in performing the Services as are stipulated in the Contract Data, subject to the approval of the Employer, which approved shall not be unreasonably withheld.

4.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out with an insurance company registered in the Republic of South Africa, or as otherwise approved by the Employer and maintained in force.

#### **4.5 Service Provider's actions requiring Employer's prior approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

#### **4.6 Co-operation with Others**

If the Service Provider is required to perform the Services in co-operation with Others he shall perform the services in conjunction with Others or specialists who are providing services to the project and he may make recommendations to the Client in respect of such appointments for certain parts of the project.

The Service Provider shall, however, only be responsible for his own performance and the performance of his Subcontractors/specialist unless otherwise provided for.

#### **4.7 Notice of change by Service Provider**

On becoming aware of any matter which will materially change or has changed the scope, cost or timing of the Services, the Service Provider shall give notice thereof to the Employer, save that the Service Provider is empowered to make minor changes or variations within the overall programme or budget and within such parameters as are defined by the Employer, provided that such changes are reported timeously to the Employer.



#### **4.8 Safeguarding the Employer's data**

*4.8.1 The Parties shall take reasonable precautions (each having regard to the nature of the other's respective obligations under the Contract) to preserve the integrity of the Employer's data including appropriate back- up procedures.*

*4.8.2 In the event that the Employer's data is corrupted or lost as a result of any default by the Service Provider, the Employer shall at the Service Provider's expense, have the option to: - require the Service Provider to restore or procure the restoration of such data; or; - itself restore or procure restoration of such data.*

#### **4.9 Performance Security**

*Where required, the Service Provider shall obtain (at his cost) a Performance Security for proper performance in the amount and currencies stated in the Contract Data. If an amount is not stated in the Contract Data, this sub-clause shall not apply.*

*The Service Provider shall deliver the Performance Security to the Employer within 17 days of the date of issue of the Letter of Acceptance. The Performance Security shall be issued by an insurance company or bank registered or licensed as an insurance company or bank to do business in the Republic of South Africa and approved by the Employer and having an office or banking facility in the Republic of South Africa. The Performance Security shall be subject to approval by the Employer and shall be in the form prescribed in the tender documents.*

## **5. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD**

### **5.1 Service Provider not to benefit from commissions, discounts, etc.**

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any sub-contractors, and agents of either of them shall, similarly, not receive any additional remuneration.

### **5.2 Royalties and the like**

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

### **5.3 Independence**

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgment, or that of Subcontractors or Personnel.

### **5.4 Corruption and Fraud**

#### **5.4.1 The Service Provider shall neither:**

- a) *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 forebore 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*
- b) *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 Service Provider or on his behalf or knowledge.*

*5.4.2 In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion, that a breach of any of the provisions of Clause 6.4.1 has been perpetrated by the Service Provider or anyone employed by him or acting on his behalf in relation to this contract or any other agreement with the Employer, the Employer may:*

- i. summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing, within fourteen (17) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this Contract;*
- ii. withhold all payments due;*
- iii. terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written response, to satisfy the Employer that his opinion is unfounded. 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 also that the Employer may recover from the Service Provider such sum as the Employer deems equivalent to the amount or value of any such gift, consideration or commission.*

5.4.3 *In the event that the Employer, in good faith and on reasonable grounds, comes to the opinion that any contract with a Government or public sector body has been or was obtained by the Service Provider through actions that mutatis mutandis are similar in nature to those barred in terms of Clause 6.4.2 by the Service Provider or by anyone employed by the Service Provider or acting on the Service Provider's behalf in relation to such Contract, the Employer may:*

- (b) summarily suspend the operation of this Contract by notice in writing to the Service Provider, informing him of the Employer's opinion and the grounds and reasons upon which it is based, and calling upon the Service Provider to show cause, in writing within fourteen (17) days of receipt of the written notice why the Employer should not terminate this Contract on the grounds of the alleged breach(es) of Clause 6.4.1 of this contract;*
- (c) withholds all payments due,*
- (d) terminate this Contract by notice in writing to the Service Provider, if the Service Provider fails to respond to the Employer's written notice within the prescribed time, or fails, in his written response, to satisfy the Employer that this opinion is unfounded. 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.*

## **6. SERVICE PROVIDER'S PERSONNEL**

### **6.1 Provision of Personnel**

6.1.1 The Service Provider shall provide appropriate Personnel for such time periods as required in terms of the Contract and shall enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

6.1.2 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 6.1.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the replacement resource(s) is of a similar or better caliber than his predecessor and any adjustments will not cause rate/payment to exceed any limit placed on the Contract Price.

6.1.3 The Service Provider shall:

- a) forward to the Employer for approval, within 15 days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
- b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.
- c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

## 6.2 Staff and equipment

- 6.2.1 The Service Provider shall employ and provide all qualified and experienced personnel required to perform the Services.
- 6.2.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 6.2.3 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval.
- 6.2.4 Where the fees for the Services are time-based, the fee payable for a person provided as a replacement shall not exceed that which would have been payable to the person replaced.
- 6.2.5 Except in the case of replacement resulting from death or where the Employer requests a replacement not provided for by the Contract, the Service Provider shall bear all additional costs arising out of or incidental to such replacement.
- 6.2.6 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

## 6.3 Working hours, overtime and leave

Where the fee for the Services are time-based, working hours, leave entitlement and holidays for Personnel provided in terms of Clause 7 are to be as stated in the Contract Data, or, if not stated, to be determined by the Service Provider. The Employer will not be responsible for overtime payments to Personnel *unless so specifically provided for in the Pricing Schedule*.

## 7. COMMENCEMENT, COMPLETION, MODIFICATION SUSPENSION AND TERMINATION OF THE CONTRACT

### 7.1 Commencement

The effective date of the contract shall be the date of the Form of Acceptance. Contract shall come into effect on the date that it is signed by both Parties or such later date as may be stated in the Contract Data. The Service Provider shall commence the performance of the Services within thirty (30) days after the date that the Contract becomes effective, or such date as may be specified in the Contract Data.

### 7.2 Completion

- 7.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.
- 7.2.2 The Service Provider, may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:
- (a) variations to Services ordered by the Employer.
  - (b) failure of the Employer to fulfil his obligations under the Contract.  
Any delay in the performance of the Services which is not due to the Service Provider's default.
  - (c) Force *Majeure*.
- 7.2.3 The Service Provider shall within 17 days of becoming aware that a delay may occur, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days thereafter deliver to the Employer full and detailed particulars of the request, in order that it may be investigated at the time.
- 7.2.4 The Employer shall, within 30 days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the services and the matter shall be dealt with as a dispute in terms of Clause 12.

### 7.3 Force Majeure

7.3.1 *In this clause "Force Majeure" means an exceptional event or circumstance:*

- a) *which is beyond party's control,*
- b) *which such a party could not reasonably have provided against before entering into the Contract,*
- c) *which, having arisen, such Party could not reasonably have avoided or overcome, and (d) which is not substantially attributable to the other Party*

*Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below;*

- (i) *natural catastrophes such as earthquake, hurricane, typhoon or volcanic*

*activity*

- (ii) *war, hostilities (whether war to be declared or not), invasion, act of foreign enemies,*

- (iii) *rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,*

- (iv) *riot, commotion, disorder, strike or lockout by persons other than the Service Provider's Personnel or other employees of the Service Provider and Sub-contractors,*

*An event or circumstance which is attributable to a willful act, neglect or failure to take reasonable precautions by the affected party, his employees agents, subcontractors or others shall, under no circumstances, be considered Force Majeure.*

7.3.2 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has *notified* the other Party within 10 days of its occurrence and within a reasonable time of *its estimated duration and consequences*. *Failure to so notify shall terminate that Party's right to release from his obligations.*

7.3.3 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the time for completion shall be extended by the extent of the delay plus a reasonable period for the resumption of work or, if the speed of performing certain Services has to be reduced, the time for their completion shall be extended as may be necessary in the circumstances.

7.3.4 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to continue to be paid under the terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

7.3.5 *If the Force Majeure event continues for more than 90 (ninety) days, either Party shall have the right to terminate this Contract with immediate effect.*

#### **7.4 Termination**

7.4.1 The Employer may in addition to his rights under sub-clauses 6.4.2, 6.4.3 and 10.5 terminate the Contract by giving not less than thirty (30) days written notice thereof to the Service Provider after the occurrence of any of the following events:

- a) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- b) if the Service Provider becomes insolvent or bankrupt;

- c) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) *Committing an offence in terms of clauses 6.1 and/or 6.4;*
- e) *if the Service Provider acts in such a way, under this contract or any other contract with the Employer, that a statute relating to the combating of fraud, corruption, uncompetitive practice and the like can be invoked; or*
- f) *if the Employer, at any time in its sole discretion determines that it no longer requires the completion of the Service by the Service Provider."*

*Upon delivery of such notice by the Service Provider he shall immediately vacate the site and deliver to the Employer all drawings, documents and papers relating to the Services and shall within fourteen (17) days after the date of termination submit an account for the Services satisfactorily performed prior to the date of notice. The Employer shall not be liable to the Service Provider for any loss of profit or damages suffered as a result of cancellation of the contract as contemplated in this clause.*

7.4.2 The Service Provider may terminate the Contract, by giving not less than thirty (30) days written notice to the Employer after the occurrence of any of the following events:

- a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds 6 months, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded 6 months; or
- d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 days of the receipt of written notice requiring him to do so.

7.4.3 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.2, the Employer shall make the following payments to the Service Provider:

- a) remuneration in terms of the Contract for Services satisfactorily performed prior to the effective date of termination *less any costs arising from termination.*
- b) except in the case of termination pursuant to events (a) and (b) of Clause 8.4.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

7.4.4 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights or either Party against the other.

7.4.5 Where required in terms of the contract data the surety delivered by the Service Provider in terms of this Contract shall remain in force until the completion of the project.

## 7.5 Suspension

7.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

7.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

## 7.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

## 8. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

8.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

8.2 The ownership of data and information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer. This shall include intellectual property gained during the project and any research work, papers and presentations done using the Employer's resources and information.

8.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

## 9. SUCCESSION AND ASSIGNMENT

9.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

9.2 An assignment including that of a sub-contractor, shall be valid only if it is a written agreement, by which the *Parties* transfer *their rights* and obligations under the Contract, or part thereof, to others.



- 9.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
  - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
- 9.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 9.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract.

### **SUB-CONTRACTING**

- 9.6 A sub-contract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to others.
- 9.7 The Service Provider shall not sub-contract to nor engage a Sub-contractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Sub-contractor shall be notified to the Employer. The Employer shall, within 17 days of receipt of the notification and a full motivation why such services are to be sub-contracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization, failing which the Sub-contractor shall be deemed to be approved by the Employer. If the Service Provider enters into a sub-contract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 9.8 The Employer shall have no contractual relationships with Sub-contractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Sub-contractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 9.9 The Service Provider shall advise the Employer without delay of the variation or termination of any sub-contract for performance of all or part of the Services.
- 9.10 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the sub-contracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.
- 9.11 *The Service Provider undertakes to pay the sub-contractor the full value as certified as being due in each interim monthly account. The Service Provider further undertakes to make payment within 7 (seven) days after payment by the Employer or by the 25<sup>th</sup> of the month following that in which the sub-contractor invoiced for the work; whichever date is earlier.*

## 10. RESOLUTION OF DISPUTES

### 10.1 Settlement

10.1.1 Any dispute between the Parties shall arise by either party presenting to the other in writing the nature of the dispute and the facts to be dealt with. The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.

10.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

### 10.2 Mediation

10.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than ten working days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

10.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.

10.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties and shall do so, if after a period of 90 (ninety) days from entering into the mediation process, no resolution has been achieved.

10.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data; *provided that the dissatisfied Party notifies the other in writing* within 28 Days of mediator's decision being issued or the mediator declaring the mediation to have ended, as provided for in the Contract Data. Claims not brought within the time periods set out herein will be deemed to be waived.

### 10.3 Adjudication

10.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.

10.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.

10.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.

10.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party *written* notice of dissatisfaction within 28 days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If notice of dissatisfaction is *not* given within the specified time, the decision shall be final and binding on the Parties.

#### 10.4 Arbitration

10.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations, current at the date of the contract, published by the Association or Arbitrators.

10.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

### 11. LIABILITY

#### 11.1 Liability of the Service Provider

11.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.

11.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

#### 11.2 Liability of the Employer

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

#### 11.3 Compensation

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

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) The compensation payable by either Party shall be reduced by the arbitrator/mediator/adjudicator to such extent as is deemed just and equitable having regard to the degree in which the other Party or any third party was at fault in relation to the loss or damage. The liability of the Parties is not joint and each Party shall only be liable for that proportion of the compensation which is attributable to his fault.
- (c) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

#### 11.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

#### 11.5 Limit of Compensation

11.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4. in respect of insurable event; or
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount *equal to twice the Contract Price (inclusive of VAT) payable to the Service Provider under the Contract*.

11.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

11.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

#### 11.6 Indemnity by the Employer

The Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5 or are covered by the insurances arranged under the terms of Clause 5.4.

#### 11.7 Exceptions

11.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

11.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

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## 12. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data *and Scope of Works*. If not otherwise stated in the Pricing Data, the following shall apply:

- 12.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due (or any specified fixed progressed payments due that have been delayed by the acts of the Employer) shall be based on progress.
- 12.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer on receipt by him of the relevant invoice for interest, at the Prime overdraft rate plus 2% per annum, compounded monthly and calculated from the due date of payment.
- 12.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 17.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 12.4 In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of six months after the completion or termination of the Contract. Within this period the Employer may, on not less than 17 days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
- 12.5 *Payments due shall be subject to the deduction of retention monies as stated in the Contract Data. The retention monies so deducted shall be released in accordance with the phases and conditions stated in the Contract Data.*
- 12.6 *If applicable, Contract Price Adjustment will be paid according to the method stated in the Contract Data*

C1.2.2 Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

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### CONTRACT

C1.2

Part C1: Agreement and Contract Data

Contract Data

## INFORMATION PROVIDED BY THE EMPLOYER

Clause	
1	The Employer is the <b>MASILONYANA LOCAL MUNICIPALITY</b>
2	The Project is: <b>RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS</b>
3	The Period of Performance will be confirmed and agreed on by both Parties to this agreement.  Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.15.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the Senior Manager: Technical Services, details of whom are to be provided on inception of each assignment.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in item C3.2.2 Project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: “... within two (2) years of completion of the Service ...”.
3.12.1	A Penalty amount of R500 per day will be applicable per target date, to a maximum equal to R15 000, after which the contract may be terminated.
3.15	For fees stipulated as “value based” in <u>C2.1 Pricing Instructions, C2.1.1.1:</u> Programme: A programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the section project manager, within a period of two (2) weeks following the briefing meeting.  The programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the coordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme without acceptable reasons. The programme thus compiled and presented by the principal

	<p>agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action.</p> <p>The Employer retains the right to negotiate such submitted programme with the appointed Service Providers, if required, to promote the interest of the project.</p>
3.16.2	<p>Where <math>CPI_s</math> = the index of StatsSA P0171 (Table B) for the month during which the tender closed.</p> <p><math>CPI_n</math> = the index of StatsSA P0171 (Table B) for the month in which the anniversary of the tender date falls.</p> <p>The indices of StatsSA P0171 are available on the Website:  <a href="http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0171">http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0171</a></p>
4.1.1	<p>Briefing meeting:</p> <p>The departmental project manager shall arrange a briefing meeting, compulsory for the appointed Service Provider, as soon as practicable after the appointment of the professional team, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
5.4.1	<p>The Service Provider is required to provide the following insurances:</p> <ol style="list-style-type: none"> <li>1. Insurance against Professional indemnity  Cover is: R 5 million without a limit on the number of claims (The limit of liability is only provided to cover the Employer's damages and does not allow for the Service Provider's costs for defending any claim.)  Period of cover: Structures – 25 years: all other instances – 10 years</li> <li>2. Insurance against general public liability Cover is: R 5 million  Period of cover: Structures – 25 years: all other instances – 10 years</li> <li>3. Third Party Liability Cover is: R 5 million  Period of cover: Duration of contract only.</li> </ol>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> <li>1. Additional travelling that is over and above the travelling under the normal services and for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges;</li> <li>2. Deviate from the final programme as in clause 3.15 above;</li> <li>3. Deviate from or change the Scope of Services;</li> <li>4. Change Key Personnel on the Service.</li> <li>5. Appointing sub-contractors for the performance of any part of the Service.</li> <li>6. Expending any Prime Cost and/or Provisional Sum in the Contract or Works Contract.</li> </ol>

**CONTRACT**

**C1.2**

**Part C1: Agreement and Contract Data**

**Contract Data**

	<p>7. Authorising any work under a Variation (Works Authorisation) for the Works Contract.</p> <p>8. Authorising any work outside the contract limits.</p> <p>9. Over-expenditure on the Works Contract.</p> <p>10. Changing the scope of work for the Works Contract.</p> <p>11. Acceptance of work which is not in full compliance with specification and/or reduced payments under the Works Contract.</p> <p>12. All requirements in the relevant documents listed in Clause C3.1.6. 13. Making statements to the media regarding the project.</p> <p>In respect of the matters listed in 1 to 13 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
7.2	<p>The Key Persons required for this project are:</p> <ol style="list-style-type: none"> <li>1. Project Leader</li> <li>2. Design Specialist</li> <li>3. Contract Engineer/Manager</li> </ol>
8.1	<p>The Service Provider is to commence the performance of the Services immediately after the work has been allocated and Contract becomes effective and execution to be as per the programme in clause 3.17 above (see C3 Scope of Services, C3.6 Brief).</p>
8.4.3 (c)	<p>The period of suspension under clause 8.5 is not to exceed two (2) years.</p>
9.1	<p>Copyright of documents prepared for the Project shall be vested with the Employer.</p>
12.1.2	<p>Interim settlement of disputes is to be by mediation.</p>
12.2.1	<p>In the event that the parties fail to agree on a mediator, the mediator is to be nominated by the President of the South African Institution of Civil Engineering.</p>
12.2.4 / 12.3.4	<p>Final settlement is by litigation.</p>



13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.5	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R 5 million.
13.6	The provisions of 13.6 do not apply to the Contract.
17.4	In the first sentence, change "... period of twenty-four months after ..." to "... period of thirty-six months after ...".
17.6	Retention monies shall be 5% of the value of completed works up to a maximum of 1.5% of the contract amount (excluding VAT). Such retention monies shall be released by the Employer as follows: <ol style="list-style-type: none"> <li>1. 60% on receipt of approved draft Contract Close-out Report and As-built information within 3 (three) months of issue of the Certificates of the Works Contract or Certificate of Completion or Defects Certificate.</li> <li>2. 40% on receipt of approved final copies of the above within 1 (one) month of the issue of the Performance Certificate for the Works Contract or Final Approval Certificate or Completion Certificate.</li> </ol>
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

#### C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution of returnable schedule by the tendering Service Provider.

5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per</p>
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	<p>C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than <b>R10 000 000</b>. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptionis non causal debit, non numeratae pecuniae</i> and <i>excussionis</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p><b>NAME:</b> .....</p> <p><b>CAPACITY:</b> .....</p> <p><b>SIGNATURE:</b> .....</p>
7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, <b>and/or</b>, one or more professional(s) employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are tabled as follows:</p>

## CONTRACT

### Part C1: Agreement and Contract Data

	No.	Name	Position	Professional Registration Category and number
	1.		Project Leader	
	2.		Alternative Project Leader (If any)	
	3.		Design Specialist  (specify:.....)	
	4.		Design Specialist  (specify:.....)	
	5.		Alternative Design Specialist	
	6.		Alternative Design Specialist	
	7.		Contract Engineer/Manager	
	8.		Alternative Contract Engineer/Manager	

## **MASILONYANA LOCAL MUNICIPALITY**

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

### **PRICING DATA**

## MASILONYANA LOCAL MUNICIPALITY

### RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS

#### PRICING BILL OF QUANTITIES (BoQ)

All bidders are required to price all items on the Table 17.1 below in order to qualify for evaluation in terms of Price and specific goals. Failure to price all items will render the bid non-responsive and will not be included in the evaluation of Price. Bidders that scored the minimum of 70% and more on functionality will be further evaluated on the 80/20 preference point principle.

To be able to complete and correctly price the Bill of Quantities, the Bidder need to ensure that each item in the bill is read in conjunction with the Specifications in the ECSA Guidelines and the Specifications as set out in this document, to ensure that all costs are appropriately covered. Once the tender is opened and your prices are excepted, those prices will be set for the duration of this Contract.

For the purposes of Evaluation, this Bill of Quantities are based on the following guidelines:

Project Type: C

Project Effort: Normal Effort - therefore the range of percentage fees as set out in Guidelines is between 8% and 10%. For the purposes of correctly pricing this document the Masilonyana LM used the upper limit (10%) as the benchmark. Estimated Project Value (Construction) = **R 30 000 000**

In order to price this Bill of Quantities correctly the service provider needs to read and understand the Guideline of Services and Processes for Estimating fees for Persons Registered in terms of the Engineering Act, 2000, (Act No. 46 of 2000), published in Government Gazette No.39480, on the 04 December 2015, applicable from 1 January 2016 or any other recent guidelines that have been gazzeted.

The rates and lump sums filled in by the tenderer in the pricing schedule shall be final and binding for bidding purposes, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender.

Should there be any discrepancies between the tender sum and the correctly extended and totalled pricing schedule, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the pricing schedule. In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their **tendered rates, the extensions and the tender sum.**

## MASILONYANA LOCAL MUNICIPALITY

### RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF A MAXIMUM OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS

<b>C2:</b>	<b>PRICING DATA</b>
<b>C2.1</b>	<b>Pricing Instructions</b>
C2.1.1	<p>C2.1.1 For the purposes of this Pricing Schedule, the following words shall have meanings hereby assigned to them.</p> <p>Unit: The unit of measurement for each item of work as defined in the Scope of Works.</p> <p>Quantity: The number of units of work for each item as provided by the Employer or as tendered by the Service Provider. Rate: The payment per unit of work for which a rate has been provided by the Employer or for which the Service Provider tenders to do the work.</p>
	<p>Where so indicated under measurement and payment, prices or rates will be subject to adjustment for escalation as provided for below:</p> <p>The prices or rates shall be fixed for the first 12-month period determined from the tender base date and no change during this period will be allowed for escalation.</p> <p>On the 12-month anniversary date of the Contract base date the rates shall be adjusted by the 12-month and fixed for the following 12-month period. Subsequent 12-month periods shall be dealt with on the same basis.</p> <p>Adjustment for escalation shall only be applicable for services or portions thereof, that are still within the prescribed programme and any approved extensions of time.</p>
C2.1.1.2	<p><b>Service Providers are to tender:</b></p> <p><b>The <u>different rates</u> in terms of</b> Activity Schedule in the bill of quantities.</p> <p>Where the scope of work is uncertain remuneration will primarily be based on time and reimbursable expenses.</p> <p>Where the location, size, character, form and function of the works has been defined through previous studies and investigations that have either formed part of the client's normal business practices or have been the subject of previous separate appointments paid for on a time and cost basis, the remuneration can be determined using the guideline tariffs that are based on the cost of the works.</p>

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF THREE (3) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

**C2.2 Activity Schedule**

**C2.2.1 Expenses and Costs for Additional Services**

Costs for services rendered as requested in Table C2.2.2A will be applicable for the durations stated and will be increased or decreased pro rata, based on the actual durations.

Guideline Clause in Table C2.2.2A refers to the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No 39480, 04 December 2015 (Engineering Council of South Africa) or any other recent gazzeted ECSA guidelines.

The fees offered above in Table C2.2.2A shall, (a) for Construction Monitoring - include all Construction Monitoring personnel cost and include all expenses and cost (i.e. accommodation, subsistence expenses, traveling expenses, traveling time, etc.), (b) include all the Service Provider's Expenses and Costs, (c) include all procurement and management cost of the Surveyor, Geotechnical Specialist, and Health and Safety Consultants



**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

**BILL OF QUANTITIES**

<b>PART A: TIME COST SCHEDULE - PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS</b>				
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE/AMOUNT</b>
A1	Engineer/Project Leader	hr	1	
A2	Assistant Engineer/Design Engineer	hr	1	
A3	Project Manager	hr	1	
A4	Draughts Person	hr	1	
A5	Document Controller.	hr	1	
A6	Accommodation	hr	1	
A7	Travelling (Limited for : 2.00 Eng Capacity)	hr	1	
A8	Skills Transfer & Capacity Building of 2 x Municipal Technical Staff	Month	1	
<b>CARRIED FORWARD TO SUMMARY FOR PART A</b>				

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

<b>PART B: NORMAL SERVICES INCLUSIVE OF ALL DISBURSEMENTS</b> (Government Gazette No.: 39480, 4 Dec 2015 or recent gazzeted guidelines - ECSA Fee Guideline)		
Part B1: Normal Service - Large Works - R 20 000,000 - R 30,000,000.00		
B1	Project Description:	Large Works
	Estimated Cost of Works:	R30,000,000 (For bidding purposes)
	Fee Category:	C
	Engineering Effort	Normal Effort
	Estimated Fee (Percentage based)	
	Offered Discount (limited to a maximum of 10%.)	%
	<b>TOTAL OFFERED DISCOUNTED FEE</b>	

ITEM NO.	STAGES OF SERVICES	SERVICE	RATE/AMOUNT
		STAGES	
B1.1	Stage 1 – Inception	5%	
B1.2	Stage 2 - Concept and Viability	25%	
B1.3	Stage 3 - Design Development	25%	
B1.4	Stage 4 - Documentation and Procurement	15%	
B1.5	Stage 5 - Contract Administration and inspection	25%	
B1.6	Stage 6 – Close Out	5%	
<b>CARRIED FORWARD TO SUMMARY FOR PART B1</b>			

**RE-ADVERTISEMENT: APPOINTMENT OF PANEL OF SIX (6) PROFESSIONAL ENGINEERING SERVICES PROVIDERS FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

<b>PART C1: TECHNICAL ASSESSMENT</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL</b>
C1.1	Topographical Surveys.	Prov Sum	1		
C1.2	Geotechnical Investigations.	Prov Sum	1		
C1.3	Occupational Health and Safety Services	Prov Sum	1		
C1.4	Roads and Stormwater Master Planning.	Prov Sum	1		
	<b>SUB- TOTAL PART C1</b>				
	Mark-up			%	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY FOR PART C1</b>				<b>R</b>

PART C2: LEGAL COMPLIANCE					
Item no.	Description	Unit	Quantity	Rate	Offered Fee
C2.1	Environmental Impact Assessment Authorization (EIA)	Prov Sum	1	R 500,000.00	
C2.2	South African Heritage Resource Agency (SAHRA).	Prov Sum	1	R 150,000.00	
C2.3	Wayleave application to affected stakeholders.	Prov Sum	1	R 100,000.00	
	Sub-Total Part C2				
	Mark-up			%	
	Total carried forward to Summary for Part C2				R

PART C3: CONSTRUCTION MONITORING				
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE/AMOUNT
C3.1	Level 3: Full Time Construction Monitoring.			
C3.1.1	Project Engineer/Team Leader	month	1	
C3.1.2	Administration Clerk.	month	1	
C3.1.3	Resident Engineer	month	1	
C3.1.4	Assistant Resident Engineer	month	1	
	TOTAL CARRIED FORWARD TO SUMMARY FOR PART C3			R

PART C4: ADDITIONAL SERVICES DURING CONSTRUCTION				
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE/AMOUNT
C4.1	Approval of Contractor's Health and Safety file.	Sum	1	
C4.2	Occupational Health and Safety Monitoring.	Sum	1	
C4.3	Develop Baseline Risk Assessment for OHS.	Sum	1	
C4.4	Development of Environmental Management Plan (EMP)	Sum	1	
C4.5	EMP Monitoring and Audit.	Sum	1	
	Sub-Total Part C4			
	Mark-up		..... %	
	Total carried forward to Summary for Part C4			

	<b>PART C5: DISBURSEMENTS</b>			
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE/AMOUNT</b>
C5.1	Travelling (Limited for : 2.00 Eng Capacity)	km	1	
C5.2	Printing and copying on paper - A4	month	1	
C5.3	Printing and copying on paper - A3	page	1	
C5.4	Printing and copying on paper - A1	page	1	
C5.5	Printing and copying on paper - A0	page	1	
C5.6	Binding of Document - Ring bind.	item	1	
C5.7	Binding of Document - Glue and staple bind.	item	30	
	<b>CARRIED FORWARD TO SUMMARY FOR PART C</b>			

## **MASILONYANA LOCAL MUNICIPALITY**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>RATE/AMOUNT</b>
Part A	Planning Studies investigations and Assessments	
Part B1	Normal services	
Part C1:	Technical Assessment	
Part C2:	Legal Compliance	
Part C3:	Construction Monitoring	
Part C4:	Additional Services during Construction	
Part C5	Disbursements	
<b>SUB TOTAL 1</b>		
Contingencies (10%)		
<b>SUB TOTAL 2</b>		
<b>VAT (15%)</b>		
<b>TOTAL (CARRIED FORWARD TO FORM OF OFFER)</b>		

### **SCHEDULE:**

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed ..... Date .....

Name.....Position .....

Tenderer .....

# **MASILONYANA LOCAL MUNICIPALITY**

## **FOR PROVISION OF PROFESSIONAL SERVICES FOR ROADS AND STORMWATER, FOR A PERIOD OF THREE (3) YEARS**

### **SCOPE OF SERVICES**

#### **C3. SCOPE OF SERVICES**

##### **C3.1 GENERAL REQUIREMENTS**

##### **C3.1.1 Objectives**

##### **1. Employer's Objectives**

Masilonyana Municipality wishes to enter a contract with suitable professional engineering consultants for provision of professional engineering services for roads, storm water, infrastructure services for a period of 36 months from date of award.

The appointed Professional Engineering Consultants will be required to provide Professional Engineering Services referred to in this regard as defined herein, as follows inter alia:

- Project Planning;
- Preliminary Design Report (PDR);
- Detailed Design;
- Drafting Construction Specifications;
- Bid Documentation and Bid Evaluation Reports;
- Construction Supervision and Monitoring; and
- Successful Completion.

**Furthermore, the Engineering Projects can be defined as the following:**

- **Roads :** Asphalt or Blocked Paved Roads;
- **Stormwater:** Open Channels or Underground Piping;

##### **2. Responsibilities of Successful Bidder**

The MASILONYANA LOCAL MUNICIPALITY is mandated in terms of the Municipal Systems Act and other legislation to provide infrastructure and services to all the people within its area of jurisdiction. To enable the MASILONYANA LOCAL MUNICIPALITY to execute its mandate, the Municipality intends to plan and execute various Engineering Projects as stipulated above through acquisition of Professional Engineering Consultants to provide Professional Engineering Services for a period of Three (3) years from date of award.

The work to be carried out by the Service Provider under this contract comprises inter alia of the following:

- 2.1 The compiling of subsequent bid documentation including specification according to MLM guidelines/requirements and the Environmental Impact Assessment study;
- 2.2 The liaison with MLM for the bid advertising of the respective projects;
- 2.3 The bid evaluation of the bids received from Contractors;

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**CONTRACT**

**C120**

**C1.2**

**Part C2: Pricing Data**

**Bill of Quantities**



- 2.4 Undertake duties falling under the OH&S on behalf of the ULM on the projects;
- 2.5 Provide construction administration, supervision, and monitoring of the respective projects;
- 2.6 The successful completion and finalizing of project/s;
- 2.7 Completing the projects in stages subject to availability of funds;
- 2.8 Safety Permit Conformity Assessment Methodology (SPCAM) compliance with Railway Safety Regulator (RSR), and
- 2.9 Submission of final reports.

The appointed Professional Engineering Consultants will be required to implement the allocated projects in accordance with ECSA Guidelines as per the following stages:

Stage 1 – Project Inception (Feasibility Study Stage):  
 The preparation and submission of a report embodying preliminary proposals or feasibility studies and estimates of costs and time where appropriate for consideration by the Client;

Stage 2 – Concept and Viability:  
 Develop a Preliminary Design Report for the appointed project/s;

Stage 3 – Design Development: Following the Client’s instructions to proceed with the preparation of all documents necessary to enable Bids for the works to be called for or for the works to be otherwise placed by the Client;

Stage 4 – Documentation and Procurement: Following the Client’s instruction to proceed, prepare any and all further plans, designs and drawings which may be necessary for the execution of the works;

Stage 5 – Contract Administration and Inspection: The overall contract administration and co- ordination, as well as construction monitoring of the execution of the works in accordance with the contract; and

Stage 6 – Close-Out: This stage includes the following items:  
 Inspect and verify the rectification of defects;  
 Receive, comment and approve relevant payment valuations and completion certificates;  
 Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties;  
 Prepare and procure as-built drawings and documentation; and Conclude the final accounts where relevant.

### 3. Legislative Provisions

- The Engineering Council of South Africa (ECSA), (Act No. 46 of 2000)
- The Municipal Finance Management Act, (MFMA) (Act No. 53 of 2003)
- The Municipal Supply Chain Management Regulations
- The Construction Industry Development Board (CIDB) Act, (Act No. 38 of 2000)
- The Occupational Health and Safety (OHS) Act, (Act No. 85 of 1993)
- The Labour Relations Act, (Act No. 3 of 1993)
- The Compensation for Occupational Injuries and Diseases (COID) Act, (Act No. 130 of 1993)

- The Income Tax Act, (Act No. 58 of 1962)
- The Value Added Tax (VAT) Act, (Act No. 89 of 1991)

#### 4. Contract Period

The contract period for Professional Engineering Services shall be for three (3) years commencing from the date of engagement on an “as and when” required basis.

#### 5. Insurances

The successful Service Providers shall be required to have the following Insurances in place:-

- Professional Indemnity Insurance
- Public Liability Insurance

#### 6. Fee Structure

The ECSA current tariff of fees is to be applied and the Consultant’s fees will be based on the total project construction cost. The project budget provided in the pricing schedule is only for pricing and evaluation purposes. Each project during the contract period shall have its own construction estimates.

Pricing of additional services as prescribed in Engineering Council of South Africa – ECSA: Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professions (ECSA) will be carried out after appointment and in accordance with class of work as well as project goals and requirements provided by the Client.

The construction monitoring level shall vary from project to project depending on the complexity and uniqueness of each project as well as project goals and requirements provided by the Client. The level 3 construction monitoring provided in the pricing schedule is only for pricing and evaluation purposes.

#### 7. Project Team

The successful tenderer will be required to maintain the status of information submitted as per the points claimed in Functionality Stage for the duration of the contract, i.e., maintain staff as per the tender document. In case of removal of the Professional Engineer or Professional Technologist, the replacement should be a person holding a similar qualification or higher.

#### 8. Capacity Building

In case of capacity building, Consultants will be required to take-on a seconded Municipal Official or a candidate student for the skills training development. This is aimed at bridging the skills gap and to promote expertise transfer for profession development.

Capital Infrastructure Programme for the Masilonyana Municipal is funded through the following funding:

- i. Municipal Infrastructure Grant (MIG)
- ii. Regional Bulk Infrastructure Grant (RBIG)
- iii. Water Services Infrastructure Grant (WSIG)
- iv. Expanded Public Works Programme (EPWP)

- v. Any other special funding either by government or private sector

### **C3.1.2 Location**

MASILONYANA LOCAL MUNICIPALITY is situated in the Free State province of South Africa. It was established in terms of the provincial Gazette No. 17 of 28 February 2000 issued in terms of Section 21 of the Local Government Notice and Municipal Demarcation Act No.27 of 1998.

The Masilonyana Local Municipality is a Category B municipality located within the Lejweleputswa District in the Free State. It is situated between the province's biggest municipality, Mangaung Metro, in the south and the second-biggest municipality, Matjhabeng, in the north.

It is one of five municipalities in the district. The following former Transitional Local Councils were amalgamated into the municipality: Theunissen, Winnie Mandela (Brandfort), Winburg and Verkeerdevlei.

The municipality plays host to two toll plazas on two major roads in the province; the Verkeerdevlei Plaza on the N1 is the last before entering Bloemfontein from the north, and the Brandfort Plaza on the former R30 (now ZR Mahabane Road) is situated between Winnie Mandela (Brandfort) and Bloemfontein. Winnie Mandela (Brandfort) is also known for its rich political history, which includes the National Military Museum on a farm that used to be a concentration camp during the Anglo-Boer War and the Winnie Mandela House, where Mandela was sentenced to House Arrest during the State of Emergency in the 1980s.

### **3.1.5 ENGINEERING**

The required Professional Services as referenced is provided below and indicated above in 3.1.3:

#### **3.1.5.1 Normal Services (to cover the extend of work as described in 3.1.3 above)**

Refer to the **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No 46 of 2000), Board Notice 138 of 2015** as gazetted in Government Gazette No 39480, 04 December 2015 for the description of services or recent gazzeted ECSA Guidelines.

#### **3.1.5.2 Additional Services (to cover the extend as set out in 3.1.6 below)**

Refer to the **Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No 46 of 2000), Board Notice 138 of 2015** as gazette in Government Gazette No 39480, 04 December 2015 for the description of services.

### **3.1.6 PROCUREMENT**

If the main Professional Service Provider (PSP) does not have the necessary expertise, the following additional services may need to be procured and managed by the PSP:

- (1) Geotechnical Specialist
- (2) Topographical and Land Surveyor
- (3) Occupational Health and Safety Consultant

### **3.1.7 FORMAT OF COMMUNICATION**

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

All plans and contract documents submitted for approval shall be in hardcopy format.

### **3.1.8 RESOURCES / PERSONNEL**

#### **3.1.8.1 Key Personnel**

The Service Provider shall maintain the involvement of the key personnel as specified in F.2.1.3 as the exigencies of the contract require.

#### **3.1.8.2 Construction Monitoring**

The following minimum criteria will be applicable for pricing purposes for a full-time resource:

- (1) N. Dip. (Civil) with 5 years post diploma experience, of which two years should be practical on-site experience, or (2) B.Tech. (Civil) with 2 years post registration experience, or (3) B.Eng (Civil) with 3 years experience, of which one year should be practical on-site experience.

### **3.1.9 MANAGEMENT MEETINGS**

Other than attendance of at least monthly site meetings during construction, the Service Provider shall also convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at the abovementioned meetings by at least one of the key personnel.

### **3.1.10 CLAIMS FOR PAYMENT**

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progress. Payment will be affected as per cheque run dates approved by the Municipal Manager.

### **3.1.11 EMPLOYERS RIGHT TO RECOVER COST**

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance of the Service Provider which inhibits the progress of the construction contractor and which leads to an extension of time with cost.