



**TENDER NO:**

**MATAT/2022/2023-186**

**TENDER DOCUMENT FOR:**

**APPOINTMENT OF PANEL OF THREE (3) TO FOUR (4) CIVIL ENGINEERING PROFESSIONAL SERVICE PROVIDERS FOR PREPARING BUSINESS PLAN, FEASIBILITY STUDY, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING OF SURFACED PAVED ROADS, BRIDGES, SPORT FACILITIES, COMMUNITY FACILITIES AND GRAVEL ROADS PROJECTS FOR A PERIOD OF 3 YEARS**

**SERVICE PROVIDER'S DETAILS:**

<b>NAME OF SERVICE PROVIDER</b>	
<b>CONTACT PERSON</b>	
<b>E-MAIL ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>FAX NUMBER</b>	
<b>PHYSICAL ADDRESS</b>	
<b>POSTAL ADDRESS</b>	

***BIDDER'S CLOSES AT THE OFFICES OF: MATATIELE LOCAL MUNICIPALITY AT 10H00 PM ON THE 27 MARCH 2023***

Documents are to be delivered by hand in the tender box as no faxed copies will be acceptable; the box is situated at 'Reception' of MATATIELE Municipality, New Budget and Treasury Offices, Mountain View, MATATIELE.

***NO LATE SUBMISSION WILL BE CONSIDERED***

Issued and by:  
MATATIELE LOCAL MUNICIPALITY  
102 MAIN STREET  
MATATIELE  
4730

Municipal Manager: Mr L. Matiwane  
Contact person : Mrs. S.Sako  
Telephone : 039 – 737 8100

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## **Matatiele Local Municipality** **BID NOTICE**

Bidders are hereby invited to submit their tenders for the following priority projects:

Bid Number	Project Name	Advert Date	Closing Date
MATAT/2022 /2023-186	APPOINTMENT OF PANEL OF THREE (3) TO FOUR (4) CIVIL ENGINEERING PROFESSIONAL SERVICE PROVIDERS FOR PREPARING BUSINESS PLAN, FEASIBILITY STUDY, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING OF SURFACED PAVED ROADS, BRIDGES, SPORT FACILITIES, COMMUNITY FACILITIES AND GRAVEL ROADS PROJECTS FOR A PERIOD OF 3 YEARS	24 FEBRUARY 2023	27 MARCH 2023

### **MANDATORY DOCUMENTS AS LISTED IN THE TENDER TO BE SUBMITTED, FAILURE TO DO SO WILL RESULT IN THE BID BEING DEEMED TO BE NON-RESPONSIVE**

Matatiele Local Municipality Supply Chain Management policy will apply. A confirmation from SARS with a verification PIN, Proof of Central Supplier Database (CSD) registration- a full updated report printed, Completion of MBD 1-9 and its Annexures in full. Prices quoted must be firm and must be inclusive of VAT. Original Certified I.D. Copies of Managing Directors / Owners. Letter from the bank confirming available funds or no less than a Category C. Joint Ventures will only be accepted if all necessary requirements as per tender document are met.

**Transactions in the excess of R10 million (VAT included). All companies which are required by law are required to prepare annual financial statements for auditing, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.**

### **EVALUATION CRITERIA**

Only competent bidders who are competent in the advertised work and who have exceeded the minimum functionality threshold will be two phases Phase 1= **Functionality=100 Points** and Phase 2= is 90/10 in line with the Preferential Procurement Policy Framework Act (PPPFA) of November 2022. Only bidders who obtain 70 points as a minimum functionality threshold will be evaluated further on 90/10.

Tenderers will be awarded points on the following basis:

- |                                       |           |
|---------------------------------------|-----------|
| 1. Tender Price                       | 90 points |
| 2. HDI – Equity ownership             | 3 points  |
| 3. Youth-Enterprises 0-35 years (MLM) | 3 points  |

<b>3. Women – Equity ownership</b>	<b>2 point</b>
<b>4. Disability – Equity ownership</b>	<b>1 point</b>
<b>5. Rural Enterprises</b>	<b>1 point</b>
<b>TOTAL</b>	<b>100 points</b>

**Points for functionality will be scored on the following:**

<b>Functionality Criteria</b>	<b>Points</b>
Previous Company Experience	40
Key Personnel	35
Organization, logistics and support resources	5
Professional Indemnity Insurance	5
Methodology	15
Total	100

#### **OBTAINING OF TENDER DOCUMENTS:**

Bid Documents will be available as from 06 March 2023 at the Municipal Website and BTO Offices for a non – refundable tender fee of R1000 payable in the Municipal bank account (Ned Bank 1011292106 branch code 198765, name of company and bid no as reference) (Failure to attach proof of purchase will lead disqualification). To obtain tender documents please login to [www.matatiele.gov.za](http://www.matatiele.gov.za) or email [nngcobo@matatiele.gov.za](mailto:nngcobo@matatiele.gov.za).

**Bidders are warned not to solicit bribes in connection with these bids. The municipality and its employees will never solicit bribes for the exchange of a tender.**

The Matatiele Local Municipality reserves the right not to appoint a contractor on highest points scored. Value for money, past experience and functionality will be the key determinants of appointment. All tenders must be deposited in the tender box situated **at the Matatiele Local Municipality, Matatiele, Eastern Cape 4730** reception area not later than 10h00 as per provided closing dates, where they will be opened in public. All tenders must be clearly marked “Name of the project indicated above”. *The Municipality will not make any award to a person or persons working for the state, or failing to possess relevant credentials as stipulated in the tender requirements.*

All SCM enquiries relating to this bid must be directed to Z.C Matolo, e-mail: [zmatolo@matatiele.gov.za](mailto:zmatolo@matatiele.gov.za) during office hours (07h30 – 16h00) weekdays. All Technical enquiries relating to this bid must be directed to Ms N. Sogiba, e-mail: [nsogiba@matatiele.gov.za](mailto:nsogiba@matatiele.gov.za) during office hours

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**Mr L.Matiwane**  
**Municipal Manager**

# 1. INSTRUCTIONS AND CONDITIONS OF TENDER

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## 1. ELIGIBILITY TO TENDER

Only consulting engineering Firms who practice in the field of professional Civil Engineering and having operating office/ branch within RSA will be eligible to submit tenders.

## 2. RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed **“APPOINTMENT OF PANEL OF THREE (3) TO FOUR (4) CIVIL ENGINEERING PROFESSIONAL SERVICE PROVIDERS FOR PREPARING BUSINESS PLAN, FEASIBILITY STUDY, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING OF SURFACED PAVED ROADS, BRIDGES, SPORT FACILITIES, COMMUNITY FACILITIES AND GRAVEL ROADS PROJECTS FOR A PERIOD OF 3 YEARS”** must reach the Municipal Manager, Matatiele Municipality, by hand and placed in the Bid Box located at the New Budget and Treasury Offices, Mountain View, Matatiele 4730, **by no later than 27 MARCH 2023** on the date as per advert where they will be opened in public.

NB: Late tenders, telegraphic or facsimile tenders will not be considered.

## 3. COMPLETION OF DOCUMENTS

The Form of tender must be completed and signed.

All pages allocated signing spaces must be signed

Tenderers will make provision for all machinery, labour, material, equipment and all non-incidentals needed for the execution and completion of the contract in accordance with the tender documents.

## 4. AUTHORITY FOR SIGNING

Proof of Authority for the Tenderer's Representative to sign the documents must be submitted with the tender.

## 5. ACCEPTANCE OF TENDERS

- a. Acceptance of the tender will not comply that the programme, methods and other details will be approved. Final programmes etc. will be submitted to the General Manager: Infrastructure, Planning and Development, Matatiele Municipality for approval.
- b. The Council does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
- c. The Matatiele Municipality will not be held responsible for any expenditure or losses incurred in the submittance and compliance of this tender nor of the visit to the site.
- d. The tender of any tenderer who has not conformed to the foregoing instructions will not be considered.
- e. When Council accepts a Proposal, the successful tenderer will be informed and the contract negotiated indicating the financial implications in the main being how and when payment will be made.
- f. In terms of Section 38 of the Supply Chain Management Policy the Council reserves the right to

reject any proposal if any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.

- g. Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Contractor that performance was unsatisfactory.
- h. Canvassing in gift of Council is strictly prohibited and will lead to disqualification of the Proposal
- i. Registration on the Councils Database will be compulsory for the successful bidder. This will only be required after final award of the tender.

## **6. LIST OF RETURNABLE DOCUMENTS TO BE SUBMITTED BY TENDERER**

- A. Certificate of attendance of compulsory briefing session.
- B. Valid tax clearance certificate (original) valid as at date of tender closing
- C. Company / CC / Trust / Partnership / Registration Certificates and Certified copies of identity document of Directors / Owners / Members / Shareholders
- D. Updated proof of registration with CSD (within One Month)
- E. Rates Clearance certificate
- F. Workman's Compensation registration certificate
- G. Proof of professional indemnity – 5 Million
- H. Preferential Procurement Policy
- I. Declaration of interest
- J. Declaration of Bidders past Supply Chain Management practices
- K. Certificate of Independent Bid Determination
- L. Declaration certificate for local production and content for designated sectors
- M. Proof of signing authority

### **6.1. Other returnable documents required for further evaluation purposes: -**

- N. Certified copy of B-BBEE Certificate
- O. Amendments or qualifications by the tenderer if applicable

## 7. EVALUATION CRITERIA

This tender will be evaluated based on compulsory returnable documents and functionality indicated above

The bids will be evaluated in two stages, namely:

- Stage 1 – Functionality
- Stage 2 - Price and Specific Goals

### 6.2. FUNCTIONALITY

**Note: the bidder must achieve minimum of 70 % (70 Points) in functionality to advance to the next stage of evaluation. 80/20-point system shall apply.** The Table below reflects **evaluation functionality components** and the overall weighting on each component of the functionality are as follows:

<b>Compulsory Notes:</b> - All <b>key personnel</b> presented here cannot be substituted at the commencement of work or during the contract without municipality's approval. - Validity for certification is three months for all copies to be certified				
FUNCTIONALITY COMPONENT	GUIDELINES FOR CRITERIA APPLICATION	Scores	Max Point	VERIFICATION METHOD
Tenderer's Proven Experience on infrastructure projects(Sports Facilities and Community halls) in the past 3 years	<b>SPORTS FACILITIES</b>		<b>40</b>	Attach appointment letters of completed projects, positive referral letters, and, on the company letterhead of the previous employer assessment bidder forms. Attach project completion certificates  Attach appointment letters of completed projects and positive referral letters on the company letterhead of the previous employer with assessment bidder forms. Attach project completion certificates
	3 - 4 Projects	10		
	5 Projects and above	20		
	<b>COMMUNITY HALL PROJECTS</b>			
	3 - 4 Projects	10		
	5 Projects and above	20		
<b>KEY PERSONNEL</b>				
Qualification and experience of a Civil/ Structural Engineer	BSC/B-Tech Civil engineering, NQF Level 7 and Professional registered with ECSA (Engineering Council South Africa) as an Engineer or Technologist		<b>20</b>	Attach C.V. with contactable reference,certified Copies of Qualifications, and certified copies of identity documents must be attached.
	3 to 5 years' experience post registration	10		
	6 years' experience and above post registration	15		
Qualification and experience of Quantity Surveyor	Minimum of BSC/ B-tech in Quantity survey and with project management experience and be registered as a Professional with SACQSP(South African Council for the Quantity Surveying Profession)		<b>15</b>	Attach C.V. with contactable reference,certified Copies of Qualifications, and certified copies of identity documents must be attached.

	3 - 5 years' experience post registration	10		
	6 years' experience and Above post registration	15		
Organization, logistics and support resources	Clear Organizational structure with roles and responsibilities	5	5	Attach Clear organizational structure intended to be used in this contract
Professional Indemnity Insurance	PI Insurance 1. 2 - 4 Million 2. 5 Million or above	3 5	5	Attach proof of Professional Indemnity Insurance
Methodology	Provide a detailed and realistic Program (Grant-Chart) Covering the scope of work (from the Planning stage to the Submission of a detailed report and drawings) with reasonable time frames and cash flow projections	5	15	Attach Detail Program on Microsoft Project showing the critical path
	Clearly Explaining <ul style="list-style-type: none"> <li>Design Methodology</li> <li>Risk Management</li> <li>Communication Management</li> <li>Quality Management</li> <li>Management of SMMEs</li> </ul>	10		Attach Approach Methodology Statement
<b>TOTAL</b>			<b>100</b>	

Bids that qualify will proceed to the next stage where they will be evaluated in terms of the 80/20 preference points system.

The Points will be allocated as follows:

<b>1. Tender Price</b>	<b>90 points</b>
<b>2. HDI – Equity ownership</b>	<b>3 points</b>
<b>3. Youth-Enterprises 0-35 years (MLM)</b>	<b>3 points</b>
<b>4. Women – Equity ownership</b>	<b>2 point</b>
<b>5. Disability – Equity ownership</b>	<b>1 point</b>
<b>6. Rural Enterprises</b>	<b>1 point</b>
<b>TOTAL</b>	<b>100 points</b>

## 8. VALIDITY PERIOD

The tender undertakes that the tenders will be valid for a **period of 90 (ninety) days** and that the Tenderer will not retract or change the tender during the period that the Matatiele Municipality is scrutinizing the acceptance thereof.

## 9. COMPETENCE OF KEY PERSONNEL

To carry out and complete work the Professional Service Provider shall employ only such person as are careful competent and efficient in their various professions. All key personnel presented by the tenderer during bidding stage for evaluation purposes must be maintained or remain unchanged for the duration of the contract “no substitution without municipality’s written approval will be allowed”



## 10. PROJECTS AREA

Geographically Matatiele Municipality covers 4 352 Km<sup>2</sup> and have 27 wards. **Projects will be located within 27 wards of Matatiele Local Municipality** based on the approved projects for implementation.

## 11. ALLOCATION OF PROJECTS

- a. Allocation of projects will be on rotation basis amongst appointed service providers subject to ability to deliver of service within specified timeframe as determined by the municipality from time to time and during the panel period certain returnable documents will be requested as needed to verify validity or compliance.
- b. The rotation will cut across all categories of projects such as Surfaced/ Pavement Roads, Bridges and Gravel Roads.
- c. The municipality will award projects at an amount negotiated with a Consultant based on ECSA fees guidelines as specified on *item No 12 below*.
- d. The negotiated offer must be accepted in writing by the Municipality and be clearly outlined in the Service Level Agreement specific to the project.

## 12. PRICING OF ALLOCATED PROJECT

- a. The offer or price shall be subjected to negotiation, not exceeding the applicable rates as per Engineering Council of South Africa (ECSA). Should consensus is not reached on negotiations, municipality reserves a right to move to the next service provider.
- b. The fees shall be paid in line with the Engineering Council of South Africa (ECSA) guidelines breakdown in terms of percentage of project phases
- c. **The offer will be all inclusive** of disbursement or and additional services that will be determined on each project to be allocated. *No additional services or disbursement will be paid except not stated disbursement.*

- d. Tenderers to submit tender prices in accordance with the description, requirements of each project specifications issued by the Municipality. **The price must be unconditional.**
- e. Normal fees will be adjusted to actual project costs after contractor's appointment and final project costs is determined.
- f. Recoverable costs will not be subjected to actual project costs or change of project size
- g. The travel and subsistence costs of consultants will be paid in accordance with the national travel policy by the National Department of Transport, as updated from time to time where applicable.
- h. The Municipality reserves the right to contact those who have submitted bids in order to:
  - i. Obtain clarity where information is incomplete or where a lack of clarity exists about technical aspects of the offer;
  - ii. Obtain confirmation of prices in cases where it is obvious that a written, typed or transcription error, or an error in the unit price has been made.

### **13. CONTRACT CONDITIONS**

- 13.1. The successful Service Provider will be required to enter into a contract agreement with the Municipality, in the form of Service Level Agreement linked to these Terms of contract.
- 13.2. Furthermore, the service provider will also be required to enter in to a project specific contract each time a project is awarded.

### **14. INSPECTION**

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

### **15. AMENDMENTS UPWARD OF TENDERED PRICE**

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

## **16. COST OF TENDER**

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

## **17. ALTERNATIVE TENDER**

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

## **18. OTHER TERMS AND CONDITIONS OF THIS BID**

### **18.1. General**

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

## **19. REMUNERATION**

19.1. The Municipality shall remunerate the Service Provider in respect of its services in accordance with the following conditions:

- a. The Service Provider agrees hereto that responsibility of payment for services rendered to the Municipality shall vest in the Service Provider, who shall submit a tax invoice to the Municipality for work completed and invoiced in accordance with the budget indicated in respect of the phases.
- b. The Municipality shall pay to the Service Provider the amount of such invoice within 30 (thirty days) of receipt of an agreed invoice. All supporting documents must be attached to all invoices submitted.
- c. In the event that the Municipality is not satisfied with the performance of the Service Provider, the Municipality shall give written notice to this effect to the Service Provider

providing sufficient detail and a reasonable time frame to enable the Service Provider to rectify such performance.

- d. In the event of the entire amount or a portion of the invoice being disputed by the Municipality, only that portion in dispute shall be withheld from payment, until the dispute is resolved. The undisputed portion shall be paid to the Service Provider within the stipulated time frames.
- e. The Service Provider shall immediately give notice of any circumstances preventing it from completing its obligations in terms of the contract.

**20.** Furthermore, the service provider will also be required to enter in to a project specific contract each time a project is awarded.

## **21. PENALTIES**

Subject to **Clause XXXX** of the service level agreement, failure of consultant to deliver any or all of the scope of service within the period(s) specified in the contract or approved programme of work, the Client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, an amount of **R500 calendar per day** of the delay until actual delivery of service or performance is achieved. Notwithstanding application of other clauses of the contract to remedy non-performance the penalty clause shall be applied.

### **3. SPECIFICATIONS OF TENDERS**

#### **1) BACKGROUND**

For Matatiele Municipality to properly deliver infrastructure projects to all communities residing within its due restriction. Tenderers are invited to be submit bids for the Appointment of Three (3) to Five (4) Civil Engineering Professional Service Providers for Preparing Business Plan, Feasibility Study, Preliminary Design, Detail Design, Tender Documentation and construction monitoring of Surfaced / Paved Roads, Bridges and Gravel Roads Projects for a period of 3 years.

#### **2) CONTRACT DURATION.**

Unless terminated under one of the other clauses of contract, the appointment of a Professional Service Provider shall be valid for a maximum period of 3 years (36 Months) from the date of appointment

#### **3) SCOPE OF THE PROJECT**

The scope of work is, but not limited to:

- a) Inception
- b) Concept and Viability (also termed Preliminary Design)
- c) Design Development (also termed Detail Design)
- d) Documentation and Procurement
- e) Contract Administration, Inspection and site supervision
- f) Close-out

#### **4) DETAILED PROJECT PHASES**

##### **4.1. INCEPTION**

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

- a) Assist in developing a clear project brief.
- b) Attend project initiation meetings.
- c) Advise on procurement policy for the project.
- d) Advise on the rights, constraints, consents and approvals.
- e) Define the services and scope of work required.

- f) Conclude the terms of the agreement with the client.
- g) Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- h) Determine the availability of data, drawings and plans relating to the project.
- i) Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- j) Provide necessary information within the agreed scope of the project to other consultants involved.
- k) Deliverables will typically include:
  - 1) Agreed services and scope of work.
  - 2) Signed agreement.
  - 3) Report on project, site and functional requirements.
  - 4) Schedule of required surveys, tests, analyses, site and other investigations.
  - 5) Schedule of consents and approvals and related lead times.

#### **4.2. CONCEPT AND VIABILITY (ALSO TERMED PRELIMINARY DESIGN)**

Prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project).

- a) Agree documentation programme with other consultants if involved.
- b) Prepare Business Plan for the project
- c) Attend design and consultant's meetings.
- d) Establish the concept design criteria.
- e) Prepare initial concept design and related programmes.
- f) Advise the client regarding further surveys, analyses, test, and investigations which may be required.
- g) Establish regulatory authorities' requirements and incorporate into the design.
- h) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- i) Establish access, utilities, services and connections required for the design.
- j) Prepare preliminary process designs – preliminary designs, and related documentation (EIA, RODs etc.) for approval by authorities and client and suitable for costing.
- k) Provides costs estimates and comment on life cycle costs as required.
- l) Liaise, co-operate and provide necessary information to the client and other consultants if involved.

### **4.3. DESIGN DEVELOPMENT (ALSO TERMED DETAIL DESIGN)**

Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project).

- a) Review documentation programme with other consultants involved.
- b) Attend design and consultant's meetings.
- c) Incorporate clients and authorities' detailed requirements into the design.
- d) Incorporate other consultants' designs and requirements into the design as may be required.
- e) Prepare design development drawings including draft technical details and specifications.
- f) Review and evaluate design and outline specification and exercise cost control.
- g) Prepare detailed estimates of construction cost.
- h) Submit the necessary design documentation to local and other authorities for approval.

### **4.4. DOCUMENTATION AND PROCUREMENT**

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

- a) Attend design and consultant's meetings.
- b) Prepare specifications and preambles for the works.
- c) Check cost estimates and adjust designs and documents if necessary to remain within budget.
- d) Prepare documentation for the contractor procurement.
- e) Review designs, drawings and schedules for compliance with approved budget. Call for tenders and/or negotiation of prices and or/ assist the principal consultant where relevant.
- f) Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- g) Evaluate tenders.
- h) Prepare contract documentation for signature.
- i) Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

## 4.5. CONTRACT ADMINISTRATION AND INSPECTION

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

- a) Attend site handover.
- b) Carry out contract administration procedures in terms of the contract.
- c) Prepare schedules of predicted cash flow
- d) Prepare pro-active estimates of proposed variations for client decision making.
- e) Attend regular site, technical and progress meetings.
- f) Review the contractor's quality control programme and advice and agree a **quality assurance plan**.
- g) Inspect the **works** for quality and conformity to contract documentation, not less than once every 2 weeks during the course of the **works**.
- h) Review the outputs of quality assurance procedures and advise the **contractor** and **client** on the adequacy and need for additional controls, inspections and testing.
- i) Adjudicate and resolve financial claims by contractor(s).
- j) Assist in the resolution of contractual claim by the **contractor**.
- k) Establish and maintain a financial control system.
- l) Clarify details and descriptions during construction as required.
- m) Prepare valuations for payment certificates to be issued by the principal agent.
- n) Instruct witness and review all tests and mock ups carried out both on and off site.
- o) Check and approve contractor drawings for design intent.
- p) Update and issue drawings register.
- q) Issue contract instructions and when required.
- r) Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- s) Inspect the works and issue practical completion and defects lists.
- t) Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.

## 4.6. CLOSE-OUT

Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.

- a) Inspect and verify the rectification of defects.



- b) Receive, comment and approve relevant payment valuations and completion certificates.
- c) Prepare and/ or procure as-built drawings and documentation.
- d) Conclude the final accounts where relevant.

## **5) KEY OUTPUTS AND DELIVERABLES**

- a) Inception
- b) Concept and Viability (also termed Preliminary Design)
- c) Design Development (also termed Detail Design)
- d) Documentation and Procurement
- e) Contract Administration, Inspection and site supervision
- f) Close-out

The service provider should be available to present progress reports during the contract and also submit monthly Signed Progress report.

## **6. TRANSFER OF SKILLS**

Skills development is an integral part of the project. The process should ensure that skills development and transfer occurs with Municipal Technical staff.

## **7. MONITORING, REPORTING REQUIREMENTS AND PERFORMANCE MANAGEMENT**

The service provider will be required to submit, written reports on the project progress every month for the duration of the project or any time as per Municipality's instruction.

- a) Inspect and verify the rectification of defects.
- b) Receive, comment and approve relevant payment valuations and completion certificates.
- c) Prepare and/ or procure as-built drawings and documentation.
- d) Conclude the final accounts where relevant.

### **TIME FRAMES FOR PROJECT MILE STONE**

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

## **5. FORM OF ACCEPTANCE**

**MATAT/2022/2023-186**

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

**Signature** : \_\_\_\_\_

**Name (in capitals)** : **MR L. MATIWANE**

**Capacity** : **MUNICIPAL MANAGER**

**Name of Employer** : **Matatiele MUNICIPALITY**

**Address** : **102 MAIN STREET**  
**Matatiele**  
**4730**

**Witness Signature** : \_\_\_\_\_

**Name (in capitals)** : \_\_\_\_\_

**Date** : \_\_\_\_\_

## 6.FORMS TO BE COMPLETED BY THE TENDERER

### COMPULSORY DOCUMENTATION

### 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:** .....

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

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

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

Name*	Identity number*	Personal income tax number*

\* 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 serving or has served within the last 12 months as any of the following:

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

**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 serving or has served within the last 12 months as any of the following:

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

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 authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that 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;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- 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;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Enterprise name* \_\_\_\_\_

## CERTIFICATE OF AUTHORITY

The tenderer must indicate the enterprise status by ticking the appropriate box hereunder.

(I) SOLE PROPRIETOR	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) COMPANY	(V) JOINT VENTURE

The tenderer must complete the relevant certificate/s set out hereafter or must provide a certificate authorising the signatory on behalf of the enterprise(s).

### (I) CERTIFICATE FOR SOLE PROPRIETOR

I....., hereby confirm that I am the sole owner of the

business trading as:.....

**Specimen Signature of Sole Owner:** .....

**Date:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Sole Proprietorships.**

**(II) CERTIFICATE FOR CLOSE CORPORATION**

I / We, the undersigned, being the key members in the business trading as..... hereby authorise Mr/Ms ..... acting in the capacity of ..... to sign all documents in connection with the tender for Contract No. .... and any contract resulting from it on our behalf.

**Signatures of Members:**

NAME	ADDRESS	SIGNATURE	DATE

**Note:** *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

**Specimen Signature of Signatory:** .....

**Date:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Close Corporations.**

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

..... hereby authorise Mr/Ms  
..... acting in the capacity  
of ..... , to sign all documents in connection with the

tender for Contract No. .... and any contract resulting from it on

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**Note:** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

**Specimen Signature of Signatory:** .....

**Date:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are Partnerships.**



**(IV) CERTIFICATE FOR COMPANY**

I ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board

(copy attached) taken on ..... 20.....,

Mr/Ms ....., acting in the capacity of ....., was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

**Signature of Chairman:** .....

**Specimen Signature of Signatory:** .....

**Date:** .....

**In the case of a Joint Venture, this certificate must be completed by all Joint Venture partners that are companies.**

**(V) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms .....,

authorized signatory of the company acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer for,

Contract No. .... and any contract resulting from it on our behalf. This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY

**Note:** *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.*

**Specimen Signature of Signatory:** .....

**Date:** .....

## **TAX CLEARANCE**

Tenderers who are required to be registered for VAT and will need to submit the following in order to be considered: -

- SARS Tax Compliance Certificate **or** a Tax Clearance Certificate stating “Tender” and a Tax Compliance Status Certificate (obtainable from E-filing)

The Tax Clearance Certificate (TCC) as obtained from the South African Receiver of Revenue (SARS) must be valid prior closing date and kept valid for the duration of the project

**SIGNED ON BEHALF OF TENDERER:** .....

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

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

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

**ATTACH PROOF TO THIS PAGE**

**SIGNED ON BEHALF OF TENDERER: .....**

**D      PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION**

***NOTE:** attach full Report of CSD (within One Month old)*

**ATTACH PROOF TO THIS PAGE**

**SIGNED ON BEHALF OF TENDERER: .....**

**E. RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE**

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

Tenderers are required to submit proof of Municipal clearance certificate certifying that no municipal rates and service charges owed by the bidder and any of its directors to Matatiele Municipality or to any other municipality where the bidder's business operations are located are in arrears for more than three months. If you don't pay rates you must submit both affidavit and Proof of residence from Ward Councillor, if you submit one of the two required (bidder and its directors) you will be disqualified.

**Attach proof to this page in terms of the above**

**SIGNED ON BEHALF OF TENDERER:** .....

**F. WORKMEN'S COMPENSATION**

**ATTACH PROOF TO THIS PAGE**

**SIGNED ON BEHALF OF TENDERER:** .....

---

**G. PROOF OF VALID PROFESSIONAL INDEMNITY INSURANCE (2 MILLION OR ABOVE)**

**ATTACH PROOF TO THIS PAGE**

**SIGNED ON BEHALF OF TENDERER: .....**



## PREFERENTIAL PROCUREMENT POLICY



### **MATATIELE LOCAL MUNICIPALITY** **PREFERENTIAL PROCUREMENT POLICY**

#### **DECLARATION OF GOOD STANDING** **REGARDING TAX**

In terms of Section 16 of the Preferential Procurement Policy Framework Act Regulations 2002 (Act No.5 of 2000) it is a condition of this tender/quote that the successful tenderer 's taxation payments must be in order or that suitable arrangements have been made with the Receiver of Revenue: South African Revenue Services to this end and to their satisfaction.

In cases of Consortiums, Joint Ventures or Partnerships each individual must submit the required Certificate aforementioned.

#### **PARTICULARS OF TAXPAYER/TENDERER**

<b>Name of Taxpayer/tenderer</b>	
<b>Trade name(if applicable)</b>	
<b>Identification No.</b>	
<b>Co. or CC No.</b>	
<b>Income Tax Reference No.</b>	
<b>VAT Registration No.</b>	
<b>PAYE No. (if applicable)</b>	
<b>(Person completing form)</b>	
<b>Name</b>	
<b>Address</b>	
<b>Telephone/Cellphone No.</b>	
<b>CIDB NO: ( IF APPLICABLE )</b>	

**Note: The completion of the above information is compulsory, if not completed the tender will not be further evaluated**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

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

## **PREFERENCING SCHEDULE (DIRECT PREFERENCES)**

**Preference points claim form in terms of the preferential procurement regulations 2001 & the contract form – rendering of services.**

**MBD 1**

**MBD 2**

**MBD 4**

**MBD 5**

**MBD 7**

**MBD 8**

**MBD 9**



# MBD 1 – MATATIELE LOCAL MUNICIPALITY

## PART A

### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	MATAT/2022/2023-186	CLOSING DATE:	27 MARCH 2023	CLOSING TIME:	10H00
DESCRIPTION	Appointment of a Panel of Three (3) to Five (5) Civil Engineering Professional Service Providers for Preparing Business Plan, Feasibility Study, Preliminary Design, Detail Design, Tender Documentation and construction monitoring of Surfaced/ Paved Roads, Bridges and Gravel Roads Projects for a period of 3 years.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
<b>SUPPLIER INFORMATION</b>					
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:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE</b>					



SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
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	N/A
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	BTO - SCM	CONTACT PERSON	Ms. N. Sogiba
CONTACT PERSON	Mr. Z.C Matolo	TELEPHONE NUMBER	039 737 8168
TELEPHONE NUMBER	039 737 8100	FACSIMILE NUMBER	039 737 3135
FACSIMILE NUMBER	039 737 3135	E-MAIL ADDRESS	nsogiba@matatiele.gov.za
E-MAIL ADDRESS	zmatolo@matatiele.gov.za		



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

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.
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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES</span>
	<span style="margin-left: 100px;"><input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES</span>
	<span style="margin-left: 100px;"><input type="checkbox"/> NO</span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES</span>
	<span style="margin-left: 100px;"><input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES</span>
	<span style="margin-left: 100px;"><input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
	<span style="margin-left: 100px;">NO</span>
<p><b>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.</b></p>	

**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: .....



DATE:.....

### **MBD 3.3 – MATATIELE LOCAL MUNICIPALITY**



**PRICING SCHEDULE**  
(Professional Services)

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

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF VALUE ADDED TAX
---------	-------------	--

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

R.....

.....

R.....

.....

R.....

.....

R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

R.....

.....

R.....

.....

R.....

.....

R.....

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....



6. Period required for commencement with project after acceptance of bid .....
7. Are the rates quoted firm for the full period of contract? .....
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....
- .....
- .....
- .....



## Pricing schedule

Professional fee Percentage	
<b>Stages of services</b>	<b>Percentage of each stage</b>
Inception	
Concept and Viability	
Design Development	
Documentation and procurement	



Contract Administration and inspection	
Close-Out	



### 3. AUTHORITY TO SIGN

#### ❖ SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, \_\_\_\_\_, the undersigned, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

### 2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

#### PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated Authorised Signatory			
Capacity			
Specimen Signature			

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?		YES	NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

### 3. PARTNERSHIP

We, the undersigned partners in the business trading as \_\_\_\_\_ hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

### 4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_  
 \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms.

To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature



SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	





## Ethics Commitment for Suppliers of the Matatiele Local Municipality

**In our dealings with the Matatiele Local Municipality we commit to uphold high standards of ethics. Among other things this means:**

- We will be honest and deal in good faith;
- We will not try to improperly influence any municipal official or decision;
- We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks);
- We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in BBBEE fronting).
- We will inform the Municipality of any unethical behaviour which we become aware of in the procurement process, either related to other suppliers or to municipal officials.\*
- We will, through all our dealings, contribute to building a positive ethical culture in the Matatiele Local Municipality.

This is our commitment to help build an ethical community.

Name of Company: \_\_\_\_\_

Name of authorised person: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\* If you wish to report unethical conduct you can contact or \*If you are aware of any fraud/corruption within the municipality. These may be reported anonymously, to  
The Municipal manager: [IMatiwane@matatiele.gov.za](mailto:IMatiwane@matatiele.gov.za)

## MBD 2

### TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver' s Office.



**APPLICATION FOR TAX CLEARANCE CERTIFICATE**  
**(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder: .....
2. Trade name: .....
3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--
5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--
6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--
7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....

.....

.....

DATE: 20\_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.

## MBD 4

### DECLARATION OF INTEREST

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.....

.....

<sup>1</sup> 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.

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

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

3.9.1 If yes, furnish particulars.....  
.....

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

3.10.1 If yes, furnish particulars .....  
.....

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

3.11.1 If yes, furnish particulars.....  
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?..... **YES / NO**

3.12.1 If yes, furnish particulars.....  
.....

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

3.13.1 If yes, furnish particulars.....  
.....

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

3.14.1 If yes, furnish particulars.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**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:

1

Are you by law 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 municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

\*YES / NO

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.

.....

.....

.....

.....

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, furnish 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, furnish particulars

.....

.....

### **CERTIFICATION**

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

**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.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$P_{min}$  = 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:

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

Where

Ps = Points scored for price of tender under consideration



Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

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

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

**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 (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;
    - 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 2011;
    - 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 .....

#### WITNESSES

1. ....

.

2. ....

.

**CONTRACT FORM - PURCHASE OF GOODS/WORKS****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)	RAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

3. ....

.

4. ....

.

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

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

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

#### **CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature 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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or



(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>9</sup> 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

## CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)** - (To be signed in the presence of a Commissioner of Oaths)

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Matatiele Local Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

### FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)  
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

#### COMMISSIONER OF OATHS

Signed and sworn to before me at \_\_\_\_\_, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

#### COMMISSIONER OF OATHS:-

Position: \_\_\_\_\_

Address: \_\_\_\_\_

#### SCHEDULE A –

Apply official stamp of authority on this page:

### CONFIRMATION OF REGISTRATION OF TENDERER ON NATIONAL TREASURY DATABASE

TENDERER NAME	NATIONAL TREASURY DATABASE REGISTRATION NUMBER

A tenderer who is not registered on the National Treasury Database (CSD) is not precluded from submitting a tender; however such tenderer must be registered on the database prior to the finalisation of the evaluation of the tender in order for its bid to be considered responsive.

It is the responsibility of a tenderer to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

Note:

TENDERER'S SIGNATURE: .....

## References

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and tenders.

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

<sup>3</sup> 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.

PROOF OF SIGNING AUTHORITY

---

The Municipal Manager  
Matatiele Municipality  
102 Main Streets  
Matatiele  
4730

**AFFIDAVIT**

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

**SIGNED AT.....THIS.....DAY OF .....20.....**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**TENDERER**

**OTHER RETURNABLE DOCUMENTS REQUIRED FOR FURTHER EVALUATION PURPOSES**

**CERTIFIED COPY OF BBBEE CERTIFICATE**

Attach certified copy (not a copy of a copy) of B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or Auditor

**AMENDMENTS OR QUALIFICATIONS BY TENDERER**

<b>PAGE</b>	<b>DESCRIPTION</b>

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

**SIGNED ON BEHALF OF TENDERER:** .....

## ASSESSMENT OF BIDDER FORM

### ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE

(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule.

All assessment forms must be attached with the tender submission.)

<b>Name of Bidder</b>	
<b>Contract/Tender Number (if applicable)</b>	
<b>Value of Contract</b>	R
<b>Date of Commencement</b>	
<b>Contract Duration</b>	
<b>Contract Completion Date</b>	

Your assessment of the Contractor's performance in the following areas: Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent	1	2	3	4	5
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
<b>1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent</b>					

<b>COMMENTS:</b>	
<b>Name of Person Completing this Assessment Form</b>	
<b>Representing Firm</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	
<b>Date of Assessment</b>	
<b>OFFICIAL COMPANY STAMP AND SIGNATURE OF MUNICIPAL MANAGER OR DIRECTOR INFRASTRUCTURE</b>	



## FUNCTIONALITY

**Note: the bidder must achieve minimum of 70 % (70 Points) in functionality to advance to the next stage of evaluation. 80/20-point system shall apply.** The Table below reflects **evaluation functionality components** and the overall weighting on each component of the functionality are as follows:

<b>Compulsory Notes:</b> - All <b>key personnel</b> presented here cannot be substituted at the commencement of work or during the contract without municipality’s approval. - Validity for certification is three months for all copies to be certified				
FUNCTIONALITY COMPONENT	GUIDELINES FOR CRITERIA APPLICATION	Scores	Max Point	VERIFICATION METHOD
Tenderer’s Proven Experience on infrastructure projects in the past 3 years	<b>SURFACING/ PAVED OF ROADS PROJECTS</b>		<b>40</b>	Attach appointment letters of completed projects and positive referral letters on company letter head of previous employer with assessment bidder forms.
	1 – 2 Projects	5		
	3 - 4 Projects	10		
	5 Projects and above	15		
	<b>GRAVEL ROADS PROJECTS</b>			Attach appointment letters of completed projects and positive referral letters on company letter head of previous employer with assessment bidder forms
	1 – 2 Projects	3		
	3 - 4 Projects	5		
	5 Projects and above	10		
	<b>BRIDGES PROJECTS</b>			Attach appointment letters of completed projects and positive referral letters on company letter head of previous employer with assessment bidder forms
	1 – 2 Projects	5		
	3 - 4 Projects	10		
	5 Projects and above	15		
<b>KEYPERSONEL</b>				
Qualification and experience of a Civil/ Structural Engineer	BSC/B-Tech Civil engineering, NQF Level 7 and Professional registered with ECSA (Engineering Council South Africa) as an Engineer or Technologist		<b>20</b>	Attach C.V. with contactable reference, certified Copies of Qualifications, and certified copies of identity documents must be attached
	3 to 5 years’ experience post registration	5		
	6 years’ experience and above post registration	15		

Qualification and experience of Quantity Surveyor	Minimum of BSC/ B-tech in Quantity survey and with project management experience and be registered as a Professional with SACQSP(South African Council for the Quantity Surveying Profession)		15	Attach C.V. with contactable reference, certified Copies of Qualifications, and certified copies of identity documents must be attached.
	1-3 year's experience	5		
	3 - 5 year's experience	10		
Organization, logistics and support resources	Clear Organizational structure with roles and responsibilities	5	5	Attach Clear organizational structure intended to be used in this contract
Professional Indemnity Insurance	PI Insurance 3. 2 - 4 Million	3	5	Attach proof of Professional Indemnity Insurance
	4. 5 Million or above	5		
Methodology	Provide a detailed and realistic Program (Grant-Chart) Covering the scope of work (from the Planning stage to the Submission of a detailed report and drawings) with reasonable time frames and cash flow projections	5	15	Attach Detail Program on Microsoft Project showing the critical path
	<b>Clearly Explaining</b> <ul style="list-style-type: none"> <li>○ The design Methodology</li> <li>○ Risk Management</li> <li>○ Communication Management</li> <li>○ Quality Management</li> <li>○ Management of SMME's</li> </ul>	2 2 2 2 2		Attach Approach Methodology Statement
<b>TOTAL</b>			<b>100</b>	

## **7.1. TENDERER'S PROVEN EXPERIENCE ON SIMILAR PROJECTS**

THE BIDDER MUST ATTACHED APPOINTMENT LETTERS AND FULLY REFERRAL LETTERS ON COMPANY LETTER HEAD OF PREVIOUS EMPLOYER WITH ASSESSMENT BIDDER FORMS SIGNED BY CLIENT

**SIGNED ON BEHALF OF TENDERER:** .....

## **7.2. QUALIFICATIONS AND COMPETENCE OF KEY PERSONNEL**

Attach CV and certified copy of professional registration certificates and academic qualifications

**SIGNED ON BEHALF OF TENDERER:** .....

### **7.3. ORGANIZATION LOGISTICS AND SUPPORT RESOURCES**

Attach organizational structure clearly articulating full project team and designation roles and responsibilities

**SIGNED ON BEHALF OF TENDERER:** .....

#### **7.4. METHODOLOGY**

Attach Detail Programme on Microsoft Project showing the critical path

Attach Approach Methodology Statement

**SIGNED ON BEHALF OF TENDERER:** .....

## 8. DRAFT SERVICE LEVEL AGREEMENT



### CONTRACT

### CONSULTANCY SERVICE

**APPOINTMENT OF PANEL OF THREE (3) TO FOUR (4) CIVIL ENGINEERING PROFESSIONAL SERVICE PROVIDERS FOR PREPARING BUSINESS PLAN, FEASIBILITY STUDY, PRELIMINARY DESIGN, DETAIL DESIGN, TENDER DOCUMENTATION AND CONSTRUCTION MONITORING OF SURFACED PAVED ROADS, BRIDGES, SPORT FACILITIES, COMMUNITY FACILITIES AND GRAVEL ROADS PROJECTS FOR A PERIOD OF 3 YEARS**

**CONTRACT NO: MATAT/2022/2023-186**

Contract relating to consultancy services

Made and entered into between

Matatiele MUNICIPALITY

Herein represented by Mr. L. MATIWANE in his capacity as Municipal Manager of the Matatiele Municipality, (he being duly authorised hereto)

("Client")

Of the one part

AND

XXXXXX CONSULTING ENGINEERS

.....  
(Registration Number [2001/028826/ 23])

duly incorporated in accordance with the laws of South Africa, with limited liability, herein represented by [XXXXXXXXXXXX ID Number:XXXXXXXX], in his / her capacity as an duly authorized signatory or director thereof, he/ she being duly authorised hereto)

("Consultant")

Of the other part.



## GENERAL CONDITIONS OF CONTRACT

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SCHEDULE 1 : Scope of Works

SCHEDULE 2: Form of acceptance

SCHEDULE 3: Skills transfer

SCHEDULE 4: Environmental and Safety

SCHEDULE 5: Professional Indemnity Insurance

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

## 1. DEFINITIONS

In the Contract, except where the context otherwise requires-

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

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

1.6 ‘Contract Material’ means all material, including but not limited to records, created in connection with or for the purposes of performing the Consultancy Services; as well as all discoveries, inventions and documents made or developed in the course and scope of this contract.

1.7 ‘Intellectual property rights’ means any patent, registered design, trade mark or name, copyright or other protected right;

1.8 ‘Invitation’ means the invitation extended to the Consultant by the Client to submit an offer for the performance of Consultancy Services;

1.9 ‘Legislative requirements’ includes:

acts, ordinances, regulations, by-laws, order, awards, proclamations or any other enactment having the force of law in the Republic of South Africa and Matatiele Municipality that are applicable to the Consultancy Services; and certificates, licences, consentv , permits, approvals and requirements of organization’s having jurisdictionapplicable to the Consultancy Services;

1.10. “Parties” means the Client and the Consultant;

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

“Client” means the Matatiele Municipality (MLM)

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

1.14 ‘Project Manager’ means the client’s designated technical personnel from Infrastructure, Planning and Development Department

1.15 ‘Records’ means all material including but not limited to books, documents and information, data stored or data stored and processed by any means disclosed or made available by the Client to the Consultant in connection with the performance of the Contract;

1.16 ‘Schedule’ means any schedule attached to these Conditions and signed by or on behalf of the parties;

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

## 2. INTERPRETATION

2.1 In this agreement, words importing-

2.1.1. The singular, include the plural and vice versa;

2.1.2. Any one gender, include the other genders.

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

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

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

2.5 Any reference to the “Client” in this Agreement shall refer to the General Manager of the Infrastructure, Planning and Development Department or the Project Management Unit Manager appointed in terms of Clause 6 of this Agreement;

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

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

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

2.9 References in this Agreement to day/s, month/s or year/s, shall be construed as Gregorian calendar day/s, month/s or year/s.

2.10 Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this agreement which do not themselves contain their own definitions.

2.11 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor in modification nor in amplification of the terms of this agreement nor any clause hereof.

2.12 The use in this Agreement, of the word “including” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation such general wording or such specific example or examples.

2.13 The rule of construction that, in the event of ambiguity, this Agreement shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.

2.14 This Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties, as fully and effectually as if they had signed this Agreement in the first instance and reference to any party shall be deemed to include such party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.

2.15 Where figures are referred to in this Agreement, in numerals and words, if there is any conflict between the two, the words shall prevail.

2.16 The expiration or termination of this agreement shall not affect either such of the provisions of this agreement as expressly provide that they will operate after any such expiration or termination or which, of necessity, must continue to have effect after such expiration or termination notwithstanding that the clauses themselves do not expressly provide for a continuation.

### 3. RESPONSIBILITIES AND OBLICATIONS OF THE CONSULTANT

#### 3.1. Performance

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

3.1.1. Perform and complete the Consultancy Services in a proper, efficient and prompt manner and in accordance with the Contract and as specified in the Schedules to this agreement;

3.1.2. consult regularly with the Client throughout the performance of the Contract;

3.1.3. comply with the directions of the Client and/or Project Manager given pursuant to a provision of the Contract an all reasonable instructions necessarily incidental to the performance of this contract;

3.1.4. promptly give written notice to the Client if and to the extent to which, the Consultant becomes aware that any documents or other information provided by the Client is ambiguous or inaccurate or is otherwise insufficient to enable the Consultant to carry out the Consultancy Services;

3.1.5. as soon as reasonably practicable after becoming aware of any matter or circumstance which may adversely affect or has adversely affected the scope, timing or performance of the Consultancy Services, give written notice to the Client detailing the matter or circumstances and its anticipated effect on the Consultancy Services;

3.1.6. comply with all legislative requirements in carrying out the Consultancy Services including but not limited to the Engineering Profession Act 46/2000 and all the relevant and applicable board notices as shall be published in Government Gazette from time to time;

3.1.7. except as required by law or provided by the Contract treat as confidential all records and Contract Material;

3.1.8. attend meetings and briefings reasonably required by the Client or the Project Manager;

### 3.2. TRAINING AND TRANSFER OF SKILLS

Skills transfer must be provided during execution of the project where it is practically possible.

Officials to whom skills must be transferred to are limited to two (2) officials and will be nominated by employer on the commencement meeting.

### 3.3. Commencement Date

3.3.1. The appointment of the Consultant shall commence from Date, Month, Year or from the date of this agreement whichever is earlier.

### 3.4. Completion

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

### 3.5. Undertakings and Warranties

The Consultant warrants and undertakes to the Client that:

3.5.1. It has examined the Contract and Schedule, understands it and that it correctly reflects what has been agreed by the Parties.

3.5.2. It has been supplied with enough of the Contract Materials to enable him to undertake and complete all the services contemplated in the Schedules and Annexures and that insofar as there was a need for explanation, the Consultant is satisfied with the explanation provided. However, the Client does

not in any manner vouch for the accuracy or correctness of whatever Contract Material it might be required to furnish to the Consultant.

3.5.3. It has the necessary skill and experience to render the services in the particular fields relevant to the Consultancy Services and hereby warrants that it has such skill and experience.

3.5.4. The Consultant acknowledges that the Client has entered into the Contract in reliance upon the foregoing representation and that, but for that representation, it would not have done so.

3.5.5. The Consultant warrants that to the best of its knowledge, information and belief at the date of the Contract no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract.

3.5.6. The Consultant agrees to arrange and maintain professional indemnity insurance, cover all the time, in respect of the Consultancy Services provided under this agreement up to a period three years from the date of termination or completion of the Consultancy Services. The professional indemnity cover shall be at least twice the amount of fees payable to the Consultant.

### 3.6. Standard of Conduct of Consultant

3.6.1. The Consultant agrees that it will perform the Consultancy Services to the standard of skill, care and diligence expected of a skilled and competent professional practicing in the particular fields relevant to the Consultancy Services.

3.6.2. The Consultant undertakes to be true and faithful to the Client in all dealings and transactions whatsoever relating to its business and interests and in the furtherance of its duties under this Contract.

3.6.3. The Consultant shall not in the future engage in any conduct which is calculated to or may have the effect of bringing the Client into disrepute whether such conduct will be calculated or not, and warrants that it has not done so in the past.

3.6.4. The Consultant shall not purport to have any authority to represent the Client.

### 3.7. Independent Contract

3.7.1. The Consultant is appointed by this agreement as an independent contractor.

3.7.2. The Consultant must not represent itself, in any manner, or allow itself to be represented as being an employee or agent of the Client;

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

### 3.8. Personnel

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

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

3.8.2.1. give notice to the Client;

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

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

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

### 3.9. Progress and Program

The Consultant must;

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

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

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

### 3.10. Subcontracting and Assignment

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

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

## 4. RESPONSIBILITES AND OBLIGATIONS OF THE CLIENT

### 4.1. Performance

The Client with:

4.1.1. pay the Consultant in accordance with the Contract;

4.1.2. when, and as required under the Contract, provide the Consultant with available records to enable the Consultant to carry out the Consultancy Services;

4.1.3. give or cause to be given to the Consultant, timely and reasonably adequate directions, decisions and records relating o the provision of the Consultancy Services by the Consultant;

4.1.4. As a proviso to clauses 4.1.2 and 4.1.3 the Client does not in any manner vouch for the accuracy or correctness of the records it might be required to furnish to the Consultant in accordance with clauses 4.1.2 and 4.1.3 above.

## 5. PAYMENT OF FEES AND DISBURSEMENTS

### 5.1. Normal fees and disbursements

5.1.1. Payments to the Consultant shall be in accordance with the quoted price in the form of offer and be paid in terms of fees break down as gazetted in the current ECSA guidelines. All amounts quoted by the Consultant and accepted by the Client for provision of Consultancy Services, will, unless expressly stated to the contrary, be taken to be VAT inclusive.

5.1.2. Payment of Additional Services excluded on the contract quoted price shall be based on the form of offer as per project mile stones. But the payment is subject to agreeing in writing with client before incurring such work entitles the consultant to claim additional costs.

5.1.3. A claim for payment by manner of a tax invoice must be submitted by the consultant to the Client on the basis and according to the Procedure described in the Schedules to this agreement.

5.2. The Client shall refund to the Consultant the reasonable out-of-pocket expenses incurred by the consultant in providing the services, which are substantiated by vouchers and which have been approved by the Client or Project Manager. No expenses in excess of R 2 000.00 shall be incurred by the Consultant which the ambit and scope of this clause without prior written consent of the Client/Project Manager.

5.3. All relevant invoices in support of any claim for expenses incurred by the Consultant must be submitted to the Client for settlement thereof within 30(thirty) days from the time when they are incurred.

5.4. Should the consultant be aggrieved concerning the amount that is certified or paid to it, the consultant may issue a notice of dispute as is provided for in Clause 14 of this contract.

## 6. PROJECT MANAGER

6.1. There shall be a Project Manager appointed by the Client who shall administer the Contract and oversee the work of the Consultant in its performance of the Consultancy Services.

6.2. The Project Manager shall be the Director Engineering Services unless a person is appointed officially to act on his/her behalf.

6.3. The Consultant must:

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

## 7. INTELLECTUAL PROPERTY

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



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

7.3. To the extent that intellectual Property rights in or relating to the contract Material are not capable of being vested in the Client because the consultant does not own that intellectual Property right, the Consultant shall ensure that the Client is irrevocably licensed to use that intellectual Property right until the Contract is, subject to clause 2.16, terminated.

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

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

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

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

## 8. RECORDS AND CONTRACT MATERIAL

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

8.2. Upon the expiration or early termination of the Contract, the Consultant must deliver to the Client all Records and Contract Material except that the consultant may retain copies of whatever part of the Contract Material which it may in law be required to retain for its own records.

## 9. CONFLICT OF INTEREST

9.1. If, during the currency of the Contract, a conflict or a risk of conflict of interest arises, because of work undertaken for any person other than the Client, the Consultant undertakes to notify the Client immediately in writing of that conflict or a risk of conflict of interest.

9.2. The Consultant must take all reasonable measures to ensure that its employees, agents and subcontractors do not, during the currency of the Contract, engage in any activity or obtain any interest which is in conflict with providing the Consultancy Services to the Client. Any such activity must be disclosed in writing to the Client immediately.

9.3. Where the Client receives a notice of conflict of interest under this clause, the Client may proceed under clause 13.2 of these General Conditions of Contract.

## 10. CONFIDENTIAL INFORMATION

The Consultant must;

10.1. keep all Records and Contract Material in a secure location so that no unauthorized person is able to have access to any of them;

10.2. Ensure that Records and Contract Material are kept confidential as between the Consultant and the Client and are not disclosed to any other person under any circumstances whatsoever except where:

10.2.1. required by law; or

10.2.2. The Client's consent is obtained.

10.3. If requested by the Client, the Consultant must provide and must procure from each of its servants, agents and subcontractors engaged in the performance of the consultancy servants, a confidentiality undertaking in a form that is acceptable to the Client.

10.4. The Consultant indemnifies the Client against any actions, claims, demands, judgements and any costs, damages or losses incurred whatsoever or howsoever arising, which is in any way connected with a breach of the obligations of the Consultant under this clause.

10.5. The Client must except as required by law and subject to the Contract, treat as confidential, all information so designated in writing by the Consultant.

10.6. The Client may, at any time., requires the Consultant to return any material containing, or relating to the confidential information disclosed pursuant to the terms of the agreement and may, in addition request the consultant to furnish a written statement to the effect that, upon such return, the Consultant has not retained in its possession, or under its control, either directly or indirectly, any such material.

10.7. The Client may at any time, request the consultant to destroy any material containing, pertaining or relating to the confidential information disclosed pursuant to the terms of this agreement and furnish the Client with a written statement to the effect that such material has been destroyed unless he destruction of that material is proscribed by any law including the common law.

10.8. The Consultant shall comply with any request in terms of this clause within 3 (three) days of the date of such a request.

10.9. This clause survives the termination of the Contract.

## 11. NON SOLICITATION

11.1. The Consultant or any person within whom it is directly or indirectly associated or in which it has any interest, will, either alone or jointly, for the duration of this agreement and for a 12 (twelve) month period thereafter-

11.1.1. encourage or entice or persuade or induce any employee of the Client to terminate his employment with it;

or

11.1.2. furnish any information to any prospective employer of such an employee of the Client, or give any information or advice to any such employee, that is calculated to lead to or that could reasonably result in, his terminating his employment and his seeking employment by, or seeking to become directly or indirectly interested or associated with any other person, undertaking, venture, association, concern or firm.

## 12. DIRECTION AND VARIATION

### 12.1. Direction by Client

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

### 12.2. Variations

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

12.2.1. The Client may, by written notice to the consultant, direct the Consultant to vary the nature, scope or timing of the Consultancy Services (and including the omission or reduction of any part of the Consultancy Services) and the consultant shall be bound to comply with that direction.

12.2.2. If the Client gives a notice in terms of clause 12.2.1, the fees shall continue to be calculated on the same basis as before the notice.

12.2.3. If the basis for the calculation of the fees is affected by a notice in terms of clause 12.2.1, then agreement will have to be reached between the Parties on the new basis for calculating the fees.

12.2.4. The Client shall not be liable for payment to the consultant for any compensation for loss of profits or for any other reason.

### 12.3. Errors and Omissions in the Contract Material

12.3.1. The consultant shall correct errors or omissions in the Contract Material at the Consultant's own expense.

12.3.2. Where, owing to circumstances beyond the reasonable control or anticipation of the Consultant, the Consultant is required to alter, add, or delete contract Material previously submitted and accepted by the Client, the Consultant shall inform the Client and seek direction.

## 13. PENALTIES, SUSPENSION, DEFAULT, TERMINATION

13.1. Subject to Clause 3, if the consultant fails to deliver any or all of the scope of service within the period(s) specified in the contract or submitted programme of work, the Client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, an amount of R500 calendar per day of the delay until actual delivery or performance. The Client may also consider applying termination clause of the contract should non-compliance with delivery timeframes constitutes gross breach of this contract.

## 13.2 Suspension

13.2.1. The Client may, in the event of unsatisfactory performance or conflict of interest at any time by prior written notice to the consultant, suspend the carrying out of the Consultancy Services or any part thereof for 7 (seven) days in order to afford the Consultant the opportunity to rectify the cause for the unsatisfactory performance or conflict of inters., In the event that the consultant fails to remedy the situations as envisaged herein, then the provisions of the terms below shall apply, until such time as the Client may determine.

13.2.2. Subject to the next paragraph, if fees or expenses have not been agreed in advance, the Client must pay to the Consultant the fees and the expenses reasonably incurred by the Consultant in carrying out the consultancy Services to the date of suspension. The Client shall not be liable to compensate for any loss of profits or any other loss.

13.2.3. The suspension shall terminate when the Client gives the consultant reasonable notice to re-commence carrying out the consultancy Services that have been suspended.

## 13.3. Termination due to Default by Consultant

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

13.3.2. A notice to rectify must:

13.3.2.1. state that it is as notice given under this sub-clause of these Conditions;

13.3.2.2. specify the alleged breach in detail;

13.3.2.3. specify the date by which the Consultant must respond to this notice which date shall not be less than 7 (seven) days after the date of the notice, and, if, by the time specified in the notice to rectify, the Consultant fails to propose steps to remedy the breach that are satisfactory to the Client or fails to actually remedy the breach to the satisfaction of the Client, the Client may, by further written notice, terminate the contract and claim any other remedies that are available to the Client in law;

## 13.4. Termination on Notice

13.4.1. The Client may terminate the Contract at any time by giving the consultant at least 14 (fourteen) days prior written notice.

13.4.2. The period of this notice shall run from the date upon which the notice is received by the Consultant.

13.4.3. If the Contract is terminated pursuant to this sub-clause, the Client must pay to the Consultant the fees and the expenses reasonably incurred by the Consultant in Carrying out the Consultancy Services to the date of termination together.

13.4.4. The Client shall not be liable for payment to the Consultant for any amount in excess of the amount due and payable for the services already provided by the Consultant and, specifically, no compensation for loss of profits or any other loss shall be payable by the Client.

## 13.5. Termination on Default by Client

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

13.5.2. Should the Client fail to pay in that time, the Consultant may terminate this agreement.

#### 13.6. Effect of Termination

13.6.1. In the event that the Consultant is a joint venture or a consortium upon termination of this Contract, the Consultant might at the discretion of the Client be held liable jointly and severally for whatever expenses or damages the Client should be entitled to claim in law and/or in terms of this agreement.

13.6.2. On the date of termination, the rights and obligations of the Parties described in this contract shall cease.

13.6.3. The Consultant will be obliged to hand back all the records and Contract Material that it made use of, or was otherwise in possession and control of, throughout the duration of this Contract.

#### 14. DISPUTE RESOLUTION

##### 14.1. Notice of Dispute

14.1.1. If a dispute between the Parties arises out of or in connection with the Contract, then either Party shall give the other Party a notice of dispute identifying and providing details of the dispute.

14.1.2. Notwithstanding the existence of a dispute, the Parties shall, subject to clause 13, continue to perform their duties in terms of the Contract.

##### 14.2. Mediation

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

##### 14.3. Arbitration

14.3.1. If the dispute has not been resolved within 5 (five) day period mentioned in clause 14.2.1 above, then that dispute shall be and is hereby referred to arbitration.

14.3.2. The arbitrator shall be appointed by agreement of the Parties. However, if, within 5(five) days of the dispute being referred to expert determination, the Parties have not agreed upon an expert, the expert shall be nominated in terms of the Arbitration Act No 42 of 1965.

14.3.3. Except where the Parties otherwise agree in writing:

14.3.3.1 each Party shall bear its own costs and pay one half of the expert's fees and expenses;

14.3.3.2. the determination of the expert shall be final and binding on the Parties.

14.3.4. This clause shall be severable from the rest of this Contract and it shall therefore survive h termination and expiration of the Contract.

## 15. AMENDMENTS AND WAIVER

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

15.2. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppels against any Party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement.

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

## 16. GOVERNING LAW

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

## 17. ENTIRE AGREEMENT

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

## 18. ALLOCATION OF PROJECTS

- a. Allocation of projects will be on rotation basis amongst appointed service providers subject to ability to deliver of service within specified timeframe as determined by the municipality from time to time and during the panel period certain returnable documents will be requested as needed to verify validly or compliance.
- b. The rotation will cut across all categories of projects such as Surfacing, Gravel roads and Bridge etc.

- c. The municipality will award projects at an amount negotiated with a Consultant based on ECSA fees guidelines as specified on *item No 12 below*.
- d. The negotiated offer must be accepted in writing by the Municipality and be clearly outlined in the Service Level Agreement specific to the project.

## 19. PRICING OF ALLOCATED PROJECT

- i. The offer or price shall be subjected to negotiation, not exceeding the applicable rates as per Engineering Council of South Africa (ECSA). Should consensus is not reached on negotiations, municipality reserves a right to move to the next service provider.
- j. The fees shall be paid in line with the Engineering Council of South Africa (ECSA) guidelines breakdown in terms of percentage of project phases
- k. **The offer must be all inclusive** of disbursement or and additional services that will be determined on each project to be allocated. *No additional services or disbursement will be paid except not stated disbursement.*
- l. Tenderers to submit tender prices in accordance with the description, requirements of each project specifications issued by the Municipality. **The price must be unconditional.**
- m. Normal fees will be adjusted to actual project costs after contractor's appointment and final project costs is determined.
- n. Recoverable costs will not be subjected to actual project costs or change of project size
- o. The travel and subsistence costs of consultants will be paid in accordance with the national travel policy by the National Department of Transport, as updated from time to time where applicable.
- p. The Municipality reserves the right to contact those who have submitted bids in order to:
  - iii. Obtain clarity where information is incomplete or where a lack of clarity exists about technical aspects of the offer;
  - iv. Obtain confirmation of prices in cases where it is obvious that a written, typed or transcription error, or an error in the unit price has been made.

## 20. CONTRACT CONDITIONS

- 21.1. The successful Service Provider will be required to enter into a contract agreement with the Municipality, in the form of Service Level Agreement linked to these Terms of contract.

- 21.2. Furthermore, the service provider will also be required to enter in to a project specific contract each time a project is awarded.

## 21. NOTICES AND DOMICILIA

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

18.1.1. Client – 102 Main Streets,  
18.1.2. P O Box 35, Matatiele, 4730

i. Consultant – .....  
.....  
.....  
.....  
.....

19. Telephone number- Client – 039 737 8100  
Consultant –

Fax number – Client – 039 – 737 3611  
Consultant –

21. A Party may change its domicilium to any other physical address but only within Eastern Cape Province (and may change its telefax number to any other telefax number) by written notice to the other Parties to that effect. Such change will be effective 7 (seven) days after receipt of notice thereof.

21.1. All notices to be given in terms of this agreement will –

21.1.1 be given in writing in the English language; and

21.1.2. be delivered by hand, pre-paid postage in a letter addressed to the domicilium citandi of the addressee or sent by telefax to the telefax number of the addressee set out in this contract.

21.2. Any notice so given –



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

21.2.2. If sent by pre-paid postage, will rebuttably be presumed to have been received 2 (two) days after deposit in the mail; and Client will not be liable if the Document is not received on the day of Closing.

21.2.3. If sent by telefax before 16h00 on a business day, will rebuttably be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after 16h00 on a business day, or on a day which is not a business day, will rebuttably be presumed to have been received on the immediately following business day.

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

Thus done and signed by \_\_\_\_\_ at \_\_\_\_\_ on this

the \_\_\_\_\_ day of \_\_\_\_\_ 20 , in the presence of the undersigned witnesses

As witnesses:-

For: [Matatiele MUNICIPALITY]

1. \_\_\_\_\_

\_\_\_\_\_

Duly authorized representative,  
[Matatiele MUNICIPALITY]

Thus done and signed by Consultant by \_\_\_\_\_ at \_\_\_\_\_

on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 , in the presence of the undersigned witnesses

As witnesses: -

For: [CONSULTING ENGINEERS]

1. \_\_\_\_\_

Duly authorized representative,

[xxxxxxx CONSULTING ENGINEERS]

## SCHEDULE 1: SCOPE OF WORKS

### SCOPE PROVISIONS

The following documents form part of the agreement: -

- Schedule 1 : Scope of works
- Schedule 2 : Letters of appointment
- Schedule 3 : Skills Transfer
- Schedule 4 : Environmental and safety
- Schedule 5 : Professional Indemnity Insurance
- Schedule 6 : Programme of work signed by both parties shall form part of the agreement upon submission

### SCOPE OF WORK

#### BACKGROUND

Appointment of Panel of Civil Engineering Professional Service Providers for Preparing Business Plan, Feasibility Study, Preliminary Design, Detail Design, Tender Documentation and construction monitoring of Surfaced Roads, Bridges and Gravel Roads Projects for a period of 3 years.

#### Project Brief

Preparing Business Plan, Feasibility Study, Preliminary Design, Detail Design, Tender Documentation and construction monitoring of Surfaced Roads, Bridges and Gravel Roads, Stormwater Management Projects for a period of 3 years.

#### Site location

The site is located in 26 wards of Matatiele Local Municipality

#### Project Period

The project duration is strictly three years from date of appointment to complete the scope of work upto procumbent stage.

The scope of work is, but not limited to:

- Concept and Viability (also termed Preliminary Design)
- Design Development (also termed Detail Design)
- Documentation and tendering
- Contract Administration, Inspection and site supervision

Close-out

## DETAILED SCOPE OF WORK

The general scope of work is, but not limited to:

Planning, studies, Investigation and Assessments

Carrying out studies and investigations as well as the preparation and submission of reports embodying. Preliminary proposals or initial feasibility studies.

Consultation with the client or client's authorized representative.

Inspection of site of project.

Developing scope of work where required.

Preliminary investigation, route location, planning and a level of design appropriate to allow decisions on feasibility and the selection of the most desirable project option.

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

Advise the client as a regulatory and statutory requirements, including environmental screening management and the need for surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for completion of the report.

Searching for, obtaining, investigating and collating available data, drawings and plans relating to works. Investigating financial and economic implications relating to the proposals or feasibility studies.

### Inception

Assist in developing a clear project brief.

Attend project initiation meeting.

Advise on procurement policy for the project.

Advise on the rights, constraints. Consents and approvals.

Define the services and scope of work required.

Conclude the terms of the agreement with the client.

Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.

Determine the availability of data, drawings and plans relating to the project.

Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.

### Concept and Viability (also termed Preliminary Design)

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

Agree documentation programme with other consultants if involved.

Attend design and consultants meetings.

Establish the concept design criteria.

Prepare initial concept design and related programmes.

Advise the client regarding further surveys, analyses, test, and investigations which may be required.

Establish regulatory authorities' requirements and incorporate into the design.

Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.

Establish access, utilities, services and connections required for the design.

Prepare preliminary process designs – preliminary designs, and related documentation for approval by authorities and client and suitable for costing.

Provides costs estimates and comment on life cycle costs as required.

Liaise, co-operate and provide necessary information to the client and other consultants if involved.

#### Design Development (also termed Detail Design)

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project).

Review documentation programme with other consultants involved.

Attend design and consultants meetings.

Incorporate clients and authorities' detailed requirements into the design.

Incorporate other consultants' designs and requirements into the design as may be required.

Prepare design development drawings including draft technical details and specifications.

Review and evaluate design and outline specification and exercise cost control.

Prepare detailed estimates of construction cost.

Submit the necessary design documentation to local and other authorities for approval.

#### Documentation and Procurement

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

Attend design and consultants meetings.

Prepare specifications and preambles for the works.

Accommodation services design.

Check cost estimates and adjust designs and documents if necessary to remain within budget.

Prepare documentation for the contractor procurement.

Review designs, drawings and schedules for compliance with approved budget. Call for tenders and/or negotiation of prices and or/ assist the principal consultant where relevant.

Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.

Evaluate tenders.

Prepare contract documentation for signature.

Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

#### Contract Administration and Inspection

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

Attend site handover.

Carry out contract administration procedures in terms of the contract.

Prepare schedules of predicted cash flow

Prepare pro-active estimates of proposed variations for client decision making.

Attend regular site, technical and progress meetings.

Review the contractor's quality control programme and advice and agree a quality assurance plan.

Inspect the works for quality and conformity to contract documentation, not less than once every 2 weeks during the course of the works.

Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.

Adjudicate and resolve financial claims by contractor(s).  
 Assist in the resolution of contractual claim by the contractor.  
 Establish and maintain a financial control system.  
 Clarify details and descriptions during construction as required.  
 Prepare valuations for payment certificates to be issued by the principal agent.  
 Instruct witness and review all tests and mock ups carried out both on and off site.  
 Check and approve contractor drawings for design intent.  
 Update and issue drawings register.  
 Issue contract instructions and when required.  
 Review and comment on operation and maintenance manuals, guarantee certificates and warranties.  
 Inspect the works and issue practical completion and defects lists.  
 Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.

#### Close-out

Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.

Inspect and verify the rectification of defects.  
 Receive, comment and approve relevant payment valuations and completion certificates.  
 Prepare and/ or procure as-built drawings and documentation.  
 Conclude the final accounts where relevant.

#### KEY DELIVERABLES

Construction drawings  
 Project scope, cost estimate and Tender Documents  
 As build drawings

#### Management meetings

To be able to manage the contract, the Employer and Consultants will have various meetings, to proactively and jointly manage and minimise adverse risks to the project. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

Regular meetings of a general nature may be convened and chaired by the *Employer's Agent* as follows:

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

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *services*. Records of these meetings shall be submitted to the *Employer's Agent* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Time frames for deliverables and penalties

As per approved programme as form part of the annexures.

Format of communication

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

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

Consultant's key persons

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

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

Project Leader:

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

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

Project Designer:

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

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

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

SCHEDULE 2: LETTER OF APPOINTMENT AND FROM OF OFFER

## SCHEDULE 3:

### SKILL TRANSFER TO MATATIELE MUNICIPALITY OFFICIALS

This schedules shall be read together with clause 3.2 of this contract. The Matatiele Municipality is striving to capacitate its technical personnel to enable them to register as professionals with the Engineering Council of South Africa (ECSA) through providing them with practical design experience which has been considered as lacking part during skills audit undertaking by this department.

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

#### Skills transfer aspects

Planning and studies : gathering of all information and data analysis

Preliminary designs and design development: ensure participation in data application, design calculations, understanding of design standards and preparation of drawings.

Procurement / Tendering stage – Participate in preparation of tender document and understanding of all applicable standards and specification including preparation of bill of quantities.

Contract administrations

The following conditions also apply.

Failure to transfer skills shall constitute breach of this contract

Skill transfer to take place at Company office submitted at tender stage or at Municipal office where appropriate.

Editable version documents will be produced and left with the municipality for future use.

Only professional registered person be used to transfer skills

Prior arrangements be made municipality nominated personnel to ensure his/her availability.

## SCHEDULE 4:

### ENVIRONMENTAL AND SAFETY

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

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



## SCHEDULE 5:

### PROFESSIONAL INDEMNITY INSURANCE

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

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

## **SCHEDULE 6:**

### **PROGRAMME OF WORK AS PER PROJECT MILESTONES**