

# DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY



## APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS T17/2025

### TENDER DOCUMENT

DR. PIXLEY KA ISAKA  
SEME LOCAL MUNICIPALITY  
Private Bag X9011  
VOLKSRUST, 2470

Tel: +27 (0) 17 734 6100  
Fax: +27 (0) 86 630 2209

NAME OF TENDERER: .....

TOTAL BID PRICE (EXCL. VAT): .....

TOTAL BID PRICE (INCL. VAT): .....

VAT AMOUNT: .....

CENTRAL SUPPLIER DATABASE NO: .....

TAX COMPLIANT STATUS PIN: .....

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## **TENDER**

This part of the Bid Specification Document consists of the following two sections:

- **Part T1: Tendering Procedures**

This section details the:

- tender notice and invitation to tender; and
- tender data pertaining to the rules of the tender and the evaluation method

- **Part T2: Returnable Documents**

This section details the:

- list of returnable documents for evaluation and contract purposes ; and
- returnable document requirements listed in Forms A to L

**\*Part A: Tendering Procedures**

**A1. Tender Notice and Invitation to Tender**

Tenders are hereby invited from experienced service providers for the APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS..

Tender documents will be available at no cost on the e-Tender/ DPKISLM Website at

<http://www.etenders.gov.za/content/advertised-tenders/>.

Duly completed tenders enclosed in a sealed envelope marked “**TENDER NO:17/2025 APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS. CLOSING DATE: 05 NOVEMBER 2024 at 12h00**” with the name of the Tenderer, shall be deposited in the tender box provided at the DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY in before **12h00** on the closing date. The tenders will be opened in public.

Technical queries may be directed to **Ms Mendy Mabhengu** on **017 734 6135** or email: [Mendym@pixleykaseme.gov.za](mailto:Mendym@pixleykaseme.gov.za)

Tender documents enquiries may be directed to **Ms Melody Ralinotsi** on **017 734 6100** or email [Melodyr@pixleykaseme.gov.za](mailto:Melodyr@pixleykaseme.gov.za).

There will no compulsory clarification briefing. All tenders will be subjected to functionality evaluation. The 80/20 point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000; Section 2(1)(d)(i), Preferential Procurement Regulation 2022. and as in line with Dr Pixley Ka Isaka Seme Local Municipality SCM policy. 80 points will be allocated in respect of price and 20 points of GSDM specific goals. All bidders must be registered on the Central Supplier Database (CSD).

Tenderers must have the necessary skills, experience and capacity to perform the required work.

The closing date and time for the tender is **05 NOVEMBER 2024 at 12h00**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

**Tenders are valid for a period of 90 days after the closing date**

Dr Pixley Ka Isaka Seme Local Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria.

Dr Pixley Ka Isaka Seme Local Municipality reserves the right not to make any appointment for this tender.

**Mr. MA NGCOBO**

**MUNICIPAL MANAGER**

**APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS T:17/2025**

**[MBD1] PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY)**

BID NUMBER: T17/2025 CLOSING DATE: 05 NOVEMBER 2024 CLOSING TIME: 12H00

DESCRIPTION APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

CNR ADELEIDE & DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

Private Bag 9011 Volksrust, 2470

Tender Box Situated at Main Entrance- Reception of DR. PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
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

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE 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	R
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	Finance- SCM Unit	CONTACT PERSON	Ms Mendy Mabhengu
CONTACT PERSON	Ms Melody Ralinotsi	TELEPHONE NUMBER	017 734 6135
TELEPHONE NUMBER	017 734 6100	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	mendym@pixleykaseme.gov.za
E-MAIL ADDRESS	melodyr@pixleykaseme.gov.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT No 5 of 2000; Section 2(1)(d)(i) AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 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-PROFESSIONALS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



## **A.2 Tender Data**

### **GENERAL CONDITIONS OF THE BID DOCUMENT**

#### **2.1 Definitions**

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorised"	by or with the prior written instruction, consent or approval of the Council and "unauthorised" means the converse.
"Closing of Bids"	the time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids.
"Bid Period"	the period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

#### **2.2 INTERPRETATION**

##### **2.2.1 APPLICATION**

These Conditions of Bid govern the submission and adjudication of Documents and the acceptance by the Council of any Document. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

##### **2.2.2 LANGUAGE**

These Conditions of Bid shall be interpreted in the English language.

##### **2.2.3 GOVERNING LAW**

**APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS T:17/2025**

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

**2.2.4 SINGULAR, PLURAL AND GENDER**

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

**2.2.5 HEADINGS AND SUB-TITLES**

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

**2.2.6 SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER**

2.2.6.1 Bidders must complete the Document Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.2.6.2 All alterations must be initialled by the authorised submitter.

**2.3 AMENDMENTS TO THE BID DOCUMENTS**

**2.3.1 AMENDMENTS BY THE BIDDER**

2.3.1.1 Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the Document Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

2.3.1.2 Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

**2.3.2 AMENDMENTS BY THE EMPLOYER**

2.3.2.1 The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

2.3.2.2 Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council. Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

2.3.2.3 No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

## **2.4 SIGNING OF BID**

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

## **2.5 CONFIDENTIAL NATURE OF DOCUMENTS**

The content of the Bid Documents is private and confidential and Copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

## **2.6 COSTS INCURRED BY BIDDERS**

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

## **2.7 ACCEPTANCE OF BID**

The Council is not bound to accept any Bid or the lowest bid sum offered, and reserves the right to award in part or in whole.

## **2.8 PERIOD OF VALIDITY OF BIDS**

2.8.1 Documents shall remain valid and open for acceptance by the Council for a period of three (3) months after Closing of Bids.

2.8.2 Prices must be firm during this period and not linked to any exchange rate whatsoever.

## **2.9 REPUDIATION OF BID OR INVALIDATION OF CONTRACT**

2.9.1 If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:

2.9.1.1 Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or

2.9.1.2 Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

2.9.1.3 Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:

2.9.1.3.2 Refrain from bidding for this Contract; or

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2.9.1.3.2 as to the amount of the Bid to be submitted by either party;

2.9.1.3.3 Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or

2.9.1.4 Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

32.9.1.4.1 the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

2.9.1.4.2 such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

2.9.2 The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

## **2.10 BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES**

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

## **2.11 ADDITIONAL INFORMATION REQUIRED**

2.11.1 The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

2.11.2 The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

## **2.12 TAXES AND LEVIES**

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

## **2.13 CLEARANCE FROM MUNICIPALITIES**

The Professional must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts.

## **2.14 NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE**

2.14.1 No bids will be considered from persons in the service of the state

- 2.14.1.1 MSCM Regulations: “in the service of the state” means to be –
- 2.14.1.1.1 a member of any municipal council;
  - 2.14.1.1.2 a member of any provincial legislature; or
  - 2.14.1.1.3 a member of the national Assembly or the national Council of provinces;
  - 2.14.1.1.4 a member of the board of directors of any municipal entity;
  - 2.14.1.1.5 an official of any municipality or municipal entity;
  - 2.14.1.1.6 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);
  - 2.14.1.1.7 a member of the accounting authority of any national or provincial public entity; or
  - 2.14.1.1.8 an employee of Parliament or a provincial legislature.

### **3. SPECIAL CONDITIONS OF THE BID DOCUMENT**

- 3.1 The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.
- 3.2 No Documents by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.
- 3.3 Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.
- 3.4 Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate’s Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate’s Court.
- 3.5 Council reserves the right to accept any cost Document in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost Document submitted.
- 3.6 Council reserves the right to alter quantities based on the supplied rates.
- 3.7 All Bids will be adjudicated in terms of the Dr Pixley Ka Isaka Seme Local Municipality’s SCM Policy and in compliance with the criteria as set out in the Procurement Policy Framework Act, Act No 5 of 2000; Section 2(1)(d)(i), Preferential Procurement Regulation 2022.
- 3.8 The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.
- 3.9 The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.
- 3.10 The successful bidder(s) will at all times report to and obey the instructions of the Council’s representative in relation to this bid.
- 3.11 Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

#### **4. TERMS OF REFERENCE**

PROSPECTIVE BIDDERS ARE HEREBY INVITED TO SUBMIT DOCUMENTS FOR THE **APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

##### **4.1 GENERAL INFORMATION**

###### **4.1.1 Purpose**

4.1.1.1 The primary purpose of this brief is to engage the services of experienced and qualified Professionals and/or Service Providers to support the Dr. Pixley Ka Isaka Seme Local Municipality in the planning, design, monitoring, and execution of various projects across multiple sectors. This engagement is intended to span a period of three (3) years and encompasses a broad spectrum of engineering services, including but not limited to, civil, electrical, mechanical, and environmental engineering. The service providers will be responsible for ensuring that the municipality meets its infrastructure development goals in alignment with the requirements of various funding grants, such as the Municipal Infrastructure Grant (MIG), Water Services Infrastructure Grant (WSIG), Integrated National Electrification Programme (INEP), Development Bank of Southern Africa (DBSA), Regional Bulk Infrastructure Grant (RBIG), Municipal Disaster Recovery Grant (MDRG), Energy Efficient and others.

###### **4.1.2 TYPE OF CONTRACT**

4.1.2.1 The contract will be to **APPOINTMENT OF A PANEL OF PROFESSIONALS AND/OR SERVICE PROVIDERS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

The contract will be based on ECSA guidelines for Engineering projects and will be implemented in Dr Pixley Ka Isaka Seme Local Municipality.

##### **4.2 SUBMISSION OF DOCUMENTS (BIDS)**

4.2.1 Each bidder is required to return the complete set of bid documents (including drawings if applicable) with all the required information and complete in all respects.

4.2.2 The original Bid document must be submitted together with your detailed Document (Annexure B).

4.2.3 Bidders must initial all the pages of the Document and sign the Bidder particulars page in full (Page 2).

4.2.4 The cost Document on your official quote(s) submitted in your Annexure B may not contain unbalanced rates.

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4.2.5 Your official quote must reflect your Trade Name, Legal Name, Vat Registration Number, Postal Address, Physical Address, Banking Details and sufficient technical description as applicable.

4.2.6 Any items that do not appear on your official quote as required in 2.2.5, may be submitted on your official letter head.

4.2.7 Bidders shall not tamper with the Bid Documents which must be submitted as issued. Where Bid Documents have been issued in a bound condition, and found to have been unbound and rebound may be deemed unacceptable.

4.2.8 The Document t and all Addenda as may have been issued by the Council, duly signed, by an authorised agent, together with the Bidder's covering correspondence (if any) and detailed Document must be enclosed in a sealed envelope, clearly endorsed on the outside.

4.2.9 The Bid Document must be placed and sealed in an envelope clearly marked "THE MUNICIPAL MANAGER, DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY, APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS." and must be deposited in the bid box of Dr Pixley Dr Pixley Ka Isaka Seme Local Municipality situated in the reception on or before the closing date of **05 NOVEMBER 2024** at **12H00**.

4.2.10 Bids must be placed in the tender box of the Municipality before the Closing of Bids, situated at:

The Main Reception  
Dr Pixley Ka Isaka Seme Local Municipality  
Corner of Adelaide Tambo Street & Dr Nelson Mandela Drive  
Volksrust  
2470

4.2.11 The bids will be opened in public.

4.2.12 Telegraphic or facsimile transmission of bids, save only for amendments to or withdrawal of bids already submitted, in accordance with Conditions of Bid, will not be permitted.

4.2.13 Bids received after the Closing of Bids and time will not be considered.

34.2.14 Bidders will not be permitted to alter their Bid Sum after Bids have been opened.

4.2.15 A Bidder may not submit more than one Conforming Bid.

4.2.16 The Bid must include the company profile with the completion of all the forms as provided in this bid.

4.2.17 The bid must be signed by an authorised agent.

### **4.3 BACKGROUND**

Dr. Pixley Ka Isaka Seme Local Municipality, in collaboration with various national departments, including the Department of Cooperative Governance and Traditional Affairs (CoGTA), Department of Energy, and the Development Bank of Southern Africa (DBSA), is tasked with implementing a range of infrastructure projects. These projects are aimed at enhancing the socio-economic conditions of previously disadvantaged communities within the municipality through

improved access to basic services such as water, sanitation, electricity, and community facilities.

The municipality receives funding from multiple sources, including MIG, WSIG, INEP, RBIG, MDRG, R&R, Energy Efficient and others, to support these initiatives. Each of these grants has specific requirements and targets that the municipality must meet, necessitating the involvement of specialized service providers with the expertise to manage and execute projects efficiently and effectively.

In light of this, the municipality seeks to appoint a panel of professional service providers who can deliver high-quality engineering services, ensure compliance with the grant conditions, and facilitate the successful completion of various infrastructure projects. This initiative aims to bolster the municipality's capacity to manage the planning, execution, and monitoring of these projects, thereby contributing to the overall development and upliftment of the communities within Dr. Pixley Ka Isaka Seme Local Municipality.

This version is tailored to the scope of your project, incorporating a broader range of services and reflecting the specific grants and sectors relevant to the Dr. Pixley Ka Isaka Seme Local Municipality.

#### **4.3.1 Required services**

The municipality wishes to appoint a panel of Professional Service Provider(s) for various infrastructure-oriented disciplines for a period of 3 years.

The municipality requires the following services:

- Roads and Storm water
- Electrical Engineering
- Water and Sanitation
- Reinforcement Concrete Structures (Bridges, Water Storage Facilities, etc.)
- Buildings and Recreational Facilities
- Soft Engineering (Engineering Investigations)

The Consulting Engineering Firm shall indicate projects categories on which they prefer to be appointed. However, notwithstanding preferences, Dr Pixley Ka Isaka Seme Local Municipality shall at own discretion decide on which projects category the Firm will be appointed. This will be based on the Firms' strength.



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Bidders offering the following professional services are eligible to be (appointed and) included on the panel:

- Please tick relevant box of professional services offered
- In cases of multi-disciplinary services, the services are eligible to submit supporting documents for each discipline on the functionality criteria:
  - Roads and Storm water Projects
  - Electrical Engineering
  - Water and Sanitation Projects
  - Reinforcement Concrete Structures (Bridges, Water Storage Facilities, etc.)
  - Buildings and Recreational Facilities
  - Soft Engineering Projects (Engineering Investigations)

#### **4.4 SPECIFICATIONS/DELIVERABLES**

The specifications shall entail the following: APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.

##### **Project Milestone**

The project involves the appointment of a panel of professionals and/or service providers who will be engaged on an as-needed basis to support various projects within Dr. Pixley Ka Isaka Seme Local Municipality. These projects will span multiple sectors, including but not limited to Water, Sanitation, Roads, Electricity, and Infrastructure Development, under various funding programs such as MIG, WSIG, INEP, DBSA, RBIG, MDRG, and others for the compilation of the following:

1. Project Planning and Feasibility Studies
2. Preliminary and Detailed Design
3. Legislative Compliance and Facilitation
4. Procurement Documentation
5. Project Management and Construction Supervision
6. Reporting and Documentation
7. Project Close-Out and Handover

The appointed panel professionals are expected to submit quotations for each project they are engaged in, detailing the costs associated with rendering professional services in line with the scope of work provided. The panel will serve for a period of three years, during which the Municipality may call upon the services of the Consulting Engineering Firms for various projects as and when required.

#### **5. SCOPE OF WORK**

##### **5.1 EMPLOYER'S OBJECTIVES**

The Employer's objective is to create design, construction monitoring, supervision and skills transfer Municipality by appointing Professional Services Providers for the design and construction supervision of

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various projects in the DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY area, as-and-when required basis for a 3-year period.

**5.2 MANAGEMENT / OVERSIGHT STRUCTURES FOR THE PROJECT**

Projects will be fully managed by DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY

**5.3 DESCRIPTION OF THE SERVICES**

The Service Provider will be required to perform the following services in accordance with the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No.46 of 2000):

**5.3.1 Normal Services**

**5.3.2.1 Stage 1: Inception** (Defined as: Establish employer requirements and preferences assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Assist in developing a clear project brief.</li> <li>2. Attend project initiation meetings.</li> <li>3. Advise on procurement policy for the project.</li> <li>4. Advise on the rights, constraints, consents and approvals.</li> <li>5. Define the scope of services and scope of work required.</li> <li>6. Conclude the terms of the agreement with the employer.</li> <li>7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.</li> <li>8. Determine the availability of data, drawings and plans relating to the project.</li> <li>9. Advise on criteria that could influence the project life cycle cost significantly.</li> <li>10. Provide necessary information with the agreed scope of the project to other consultants involved.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Agreed scope of services and scope of work;</li> <li>♦ Signed agreement;</li> <li>♦ Report on project, site and functional requirements;</li> <li>♦ Schedule of required surveys, tests, analyses, site and other investigations; and</li> <li>♦ Schedule of consents and approvals.</li> </ul>

**5.3.2.2 Stage 2: Concept and Viability (also called Preliminary Design)** (Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project).

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Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Agree documentation programme with principle consultant and other consultants involved.</li> <li>2. Attend design and consultants' meetings.</li> <li>3. Establish the concept design criteria.</li> <li>4. Prepare initial concept design and related documentation.</li> <li>5. Advise the employer regarding further surveys, analyses, tests and investigations which may be required.</li> <li>6. Establish regulatory authorities' requirements and incorporate into the design.</li> <li>7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.</li> <li>8. Establish access, utilities, services and connections for the design.</li> <li>9. Coordinate design interfaces with other consultants involved.</li> <li>10. Prepare process designs (where required), preliminary designs and related documentation for approval by authorities and employer and suitable for costing.</li> <li>11. Provide cost estimates and life cycle costs as required.</li> <li>12. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Concept design;</li> <li>♦ Schedule of required surveys, tests and other investigations and related reports;</li> <li>♦ Process design;</li> <li>♦ Preliminary design; and</li> <li>♦ Cost estimates as required.</li> </ul>

5.3.2.3 Stage 2 Review: Concept and Viability Review (also called Preliminary Design Review) (Defined as: Review of concept and viability report(s) and all related information (project scope, scale, character, form and function, preliminary programme and viability of the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired.

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Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Carefully studying and critically reviewing concept and viability report(s).</li> <li>2. Attend meetings with client.</li> <li>3. Critically review of preliminary programme.</li> <li>4. Amending/adjusting of preliminary programme.</li> <li>5. Advise the employer regarding further surveys, analyses, tests and investigations which may be required.</li> <li>6. Advise the employer if project is viable.</li> <li>7. Make adjustments to the concept and viability report and all related information.</li> <li>8. Recalculating project costs.</li> <li>9. Taking professional liability of concept and viability report.</li> <li>5. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Preliminary design review report;</li> <li>♦ Schedule of required surveys, tests and any other investigations that may be required;</li> <li>♦ Adjusted programme;</li> <li>♦ Cost review report; and</li> <li>♦ Statement/Certification indicating that consultant assumes professional liability of Stage 2 after carefully reviewing and amending/adjusting all available information for this stage.</li> </ul>

5.3.2.4 Stage 3: Design Development (also termed Detail Design) (Defined as: Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project)

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Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Review documentation programme with principal consultant and other consultants involved.</li> <li>2. Attend design and consultants' meetings.</li> <li>3. Incorporate employer's and authorities' detailed requirements into the design.</li> <li>4. Incorporate other consultant's designs and requirements into the design.</li> <li>5. Prepare design development drawings including draft technical details and specifications.</li> <li>6. Review and evaluate design and outline specification and exercise cost control.</li> <li>7. Prepare detailed estimates of construction cost.</li> <li>8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.</li> <li>9. Submit the necessary design documentation to local and other authorities for approval.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Design development drawings;</li> <li>♦ Outline specifications;</li> <li>♦ Local and other authority submission drawings and reports;</li> <li>♦ Detailed estimates of construction costs; and</li> <li>♦ Report indicating that consultant assumes professional liability of stage 3 after carefully reviewing and amending/adjusting all available information for this stage.</li> </ul>

5.3.2.5 Stage 3 Review: Design Development Review (also termed Detail Design Review) (Defined as: Review of detailed design drawings (dxf/dwg/pdf), design report(s) and all project related information (design specifications, client specifications, health and safety specifications, statutory requirements, costing plan, financial viability and programme for the project) of an existing project which were prepared by a previously appointed consultant whose contract has ended/expired.

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Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Carefully studying and critically reviewing detailed designs</li> <li>2. Attend meetings with client.</li> <li>3. Critically review of programme.</li> <li>4. Amending/adjusting of programme.</li> <li>5. Making adjustments/changes on the electronic design drawings (dxf/dwg/pdf) where necessary.</li> <li>6. Advise the employer regarding further surveys, analyses, tests and investigations which may be required.</li> <li>7. Reviewing and recalculating of detailed estimates of construction cost.</li> <li>8. Taking professional liability of reviewed and adjusted design drawings and design report.</li> <li>9. Liaise, cooperate and provide necessary information to the employer, principle consultant and other consultants.</li> <li>10. Re-submit the necessary design documentation to local and other authorities for approval (Wayleave).</li> </ol>	<ul style="list-style-type: none"> <li>♦ Design development drawings;</li> <li>♦ Outline specifications;</li> <li>♦ Local and other authority submission drawings and reports; and</li> <li>♦ Detailed estimates of construction costs.</li> </ul>

5.3.2.6 Stage 4: Documentation and Procurement (Defined as: Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project).

Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Attend design and consultants' meetings.</li> <li>2. Prepare specifications and preambles for the works.</li> <li>3. Accommodate services design.</li> <li>4. Check cost estimates and adjust designs and documents if necessary to remain within budget.</li> <li>5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.</li> <li>6. Prepare documentation for contractor procurement.</li> <li>7. Review designs, drawings and schedules for compliance with approved budget.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Specifications;</li> <li>♦ Services co-ordination;</li> <li>♦ Working drawings;</li> <li>♦ Budget construction cost;</li> <li>♦ Tender documentation;</li> <li>♦ Tender evaluation report;</li> <li>♦ Tender recommendations; and</li> <li>♦ Priced contract documentation.</li> </ul>

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<p>8. Assist in calling for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.</p> <p>9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.</p> <p>10. Provide information to the client which will assist in the evaluation of tenders.</p> <p>11. Assist with the preparation of contract documentation for signature.</p> <p>12. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others</p> <p>13. Assess samples and products for compliance and design intent.</p>	
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5.3.2.7 Stage 5: Contract Administration and Inspection (Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works).

<b>Typical Functions</b>	<b>Typical Deliverables</b>
<p>1. Attend site handover.</p> <p>2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.</p> <p>3. Carry out contract administration procedures in terms of the contract.</p> <p>4. Prepare schedules of predicted cash flow.</p> <p>5. Prepare pro-active estimates of proposed variations for employer decision making.</p> <p>6. Attend regular site, technical and progress meetings.</p> <p>7. Review the Contractor's quality control programme and advice and agree a quality assurance plan.</p> <p>8. Inspect works for quality and conformity to contract documentation, on average once every 2 weeks during the course of the works as described in more detail</p>	<ul style="list-style-type: none"> <li>♦ Schedules of predicted cash flow;</li> <li>♦ Construction documentation;</li> <li>♦ Drawing register;</li> <li>♦ Estimates for proposed variations;</li> <li>♦ Contract instructions;</li> <li>♦ Financial control reports;</li> <li>♦ Valuations for payment certificates;</li> <li>♦ Progressive and draft final account(s);</li> <li>♦ Practical completion and defects list; and</li> <li>♦ Electrical Certificate of Compliance.</li> </ul>

<p>5.4.3.2 for Level 1: periodic construction monitoring.</p> <ol style="list-style-type: none"><li>9. Review outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.</li><li>10. Adjudicate and resolve financial claims by contractor(s). Assist in the resolution of contractual claims by the contractor.</li><li>11. Establish and maintain a financial control system.</li><li>12. Clarify details and descriptions during construction as required.</li><li>13. Prepare valuations for payment certificates to be issued by the principal agent.</li><li>14. Instruct, witness and review of all tests and mock ups carried out both on and off site.</li><li>15. Check and approve contractor drawings for design intent.</li><li>16. Update and issue drawings register.</li><li>17. Issue contract instructions as and when required.</li><li>18. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.</li><li>19. Inspect the works and issue practical completion and defects lists.</li><li>20. Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.</li></ol>	
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5.3.2.8 Stage 6: Close-Out (Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)



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Typical Functions	Typical Deliverables
<ol style="list-style-type: none"> <li>1. Inspect and verify the rectification of defects.</li> <li>2. Receive, comment and approve relevant payment valuations and completion certificates.</li> <li>3. Facilitate and/or procure operations and maintenance manuals, guarantees and warranties.</li> <li>4. Prepare and/or procure as-built drawings and documentation.</li> <li>5. Conclude the final accounts where relevant.</li> </ol>	<ul style="list-style-type: none"> <li>♦ Valuations for payment certificates.</li> <li>♦ Works and final completion lists.</li> <li>♦ Operations and maintenance manuals, guarantees and warranties.</li> <li>♦ As-built drawings and documentation.</li> <li>♦ Final accounts.</li> </ul>

**5.3.2.7 Revision of stages already completed**

In cases where Stages 1, 2 or 3 have been previously completed by another consultant the Employer can require a revision of such a stage. The Typical Functions and Deliverables will be adjusted to suit the level and extent of the revision required.

The percentage for the stage in the case of cost-based appointments will also be adjusted from the guideline percentages to suit the level and extent of the revision required.

**5.4.3 Additional Services**

**5.4.3.1 Additional Services pertaining to all stages of the project**

- (1) All services related to defining the scope of work, previously carried out under the report stage and that was normally paid for on a time and cost basis.
- (2) Enquiries not directly concerned with the works and its subsequent utilization.
- (3) Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- (4) Making arrangements for way leaves, servitudes or expropriations.
- (5) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- (6) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- (7) Additional work related to monitoring as required by any Government Departments or Authorities in order to facilitate regulatory approvals and certification (e.g. Mines Health and Safety Act 29 of 1996).
- (8) Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the employer.
- (9) Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- (10) Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.

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- (11) Detailed inspection, reviewing and checking of designs and drawings not prepared by the service provider and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- (12) Travel and travel time costs related to offsite inspection and testing of materials and plant during manufacture and or prior to delivery to site.
- (13) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- (14) Abnormal additional services by or costs to the service provider due to the failure of a contractor or others to perform their required duties adequately and on time.
- (15) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimize or maintain proper functioning of any process or system.
- (16) Investigating or reporting on tariffs or charges leviable by or to the employer.
- (17) Advance ordering or reservation of materials and obtaining licenses and permits.
- (18) Preparing detailed operating, operation and maintenance manuals.
- (19) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the employer, or his duly authorized agents, requiring the service provider to advise upon, review, adapt and/or alter his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the employer prior to the execution thereof.
- (20) The frequency and extent of site administration and sections that are required relative to the norm. The frequency and duration of works inspections will depend on many factors, such as the nature, complexity and duration of the project, site location, project programme, contractor competence, important elements of the works being enclosed or covered etc. The norm is that meetings and inspections should occur at an average frequency of once every 2 weeks with more frequent occurrences during critical stages of the work as described for Level 1: Construction Monitoring in clause 5.5.3.2. When the frequency of meetings and inspections exceeds this norm then such additional attendance at meetings and related inspections are considered as additional services.
- (21) Preparing as-built drawings and designs done by others or related alterations to existing works.
- (22) Work and or services related to targeted procurement that could entail, but is not necessarily limited to any or all of the following:
  - (23) incorporation of any targeted participation goals;
  - (24) the measuring of key participation indicators;
  - (25) the selection, appointment and administration of participation and;
  - (26) Auditing compliance to the above by any contractors and/or professional consultant.
  - (27) Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the employer and contractors appointed for the works on which the service provider provides services.
- (28) Any other additional services, of whatever nature, specifically agreed to in writing between the service provider and the employer.

#### 5.4.3.2 Construction Monitoring

- (1) Quality Assurance (QA) during construction refers to the engineering activities that are implemented to assure the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by

the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met, is acceptable.

- (2) This means that the client and consulting engineer should agree a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Disagreement regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliances and related responsibilities, bearing in mind that the consulting engineer has a duty of care while the client should strive to ensure quality and minimise life-cycle costs.
- (3) The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and should be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.
- (4) The stage 5 construction monitoring services described in 5.4.2.5 above will normally suffice for simple projects where more regular inspections are not required other than during critical stages of the works with less frequent visits once the portion of the works in which the consulting engineer is involved has largely been completed. However, there are many other situations where more regular construction monitoring is required for quality assurance and certification.
- (5) Aspects that need to be considered determining the degree to which additional construction monitoring services are required are:
  - a. The type of work;
  - b. The discipline of the work (civil, structural, mechanical, electrical etc.);
  - c. The competency and reputation of the contractor and its related quality control system;
  - d. The speed with which critical elements of the work are covered;
  - e. The consequences of non-compliance; and
  - f. Timing and ease of subsequent detection and rectification of non-compliances.
- (6) Arising from the above, three levels of construction monitoring may be defined and described, as follows:
  - a) **Level 1**: Periodic Construction Monitoring (Normal Services i.e. no additional services).

The Consulting engineer's staff shall:

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

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- b) **Level 2:** Part-time Construction Monitoring (Normal Services for building structures and additional services involving part-time staff paid for by the client for other disciplines and projects).

The consulting engineer's staff or part time construction monitoring staff shall:

- i. Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly, according to the demands of the project.
  - ii. Review regular samples of materials and work procedures, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
  - iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.
- c) **Level 3:** Full-time Construction Monitoring (Full time staff seconded to the client for the duration of the works and paid for by the client).

The full-time construction monitoring staff shall:

- i. Maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
  - ii. Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
  - iii. Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.
- (7) Most structural engineering work typically requires at least Level 2 monitoring and the costs associated with this level of monitoring are included in the guideline fee for building projects to facilitate agreements. For example, in structural concrete work the correct position of reinforcing steel may need to be witnessed for all elements of the structure prior to pouring concrete. The consulting engineer may also require acceptance testing of the concrete on a regular basis depending on the quality controls instituted by the contractor as part of the quality assurance plan.
- (8) In the case of large civil works where all materials and elements are generally regarded as being critical and are covered on a daily basis, work is monitored on a continuous basis for the duration of the works and Level 3 monitoring usually applies. This level is also applied to the structural works that are included in such projects.
- (9) In the case of some mechanical and electrical works related to simple routine projects, such as general educational buildings, primary healthcare and some institutional building projects, Level 1 monitoring is usually sufficient. On projects where a significant portion of the work is rapidly covered, such as projects involving underground services and building projects like secondary healthcare, tourism and leisure, commercial, retail and office buildings with complex electrical and mechanical works, level 2 or Level 3 construction monitoring is normally required.

- (10) Where Level 2 construction monitoring is required as an additional service and the works are located close to the consulting engineer's offices, it may be economical to provide the additional service using the consulting engineer's staff on a time and cost basis. Where the works are more remote it may be more cost-effective to second full time or part time staff to the project to carry out the necessary inspections. In all instances the consulting engineer will, with prior written approval having been obtained from the client, appoint or make available additional staff for such construction monitoring on site to the extent specifically defined in the agreement.
- (11) In some instances, staff are made available by the client to assist in construction monitoring in which cases these persons should report to and take instructions from the consulting engineer or an authorized representative of the consulting engineer to avoid mixed messages being passed to the Contractor.

#### 5.4.3.3 Occupational Health and Safety Act, 1993 (Act 85 of 1993) and COVID-19 Mitigation plans

Should the employer require the consulting engineer to undertake duties falling under the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) and the Construction Regulations in terms thereof, on behalf of the employer, the additional services may include the following:

- (1) The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).
- (2) The consulting engineer must execute the duties of the employer, as his appointed agent, as contemplated in the Construction Regulations to the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

#### 5.4.3.4 Quality Assurance System

Where the employer requires that a quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services provided by the consulting engineer and to be specifically defined and separately agreed in writing prior to commencement thereof.

#### 5.4.3.5 Lead Service Provider

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

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

## **5.5 SELECTION PROCEDURE**

A service provider will be awarded per panel, as and when projects are implemented. Service providers will be selected based on the grading and their preferences in terms of ranking.

## **5.7 PRICING PROCEDURE**

Not Applicable at this stage

## **5.8 REQUIREMENTS**

### **5.8.1 Labour-intensive works**

- (1) The Consultant shall not perform any significant portion of a project involving labor-intensive works under the direction of a staff member who has not completed the NQF level 7-unit standard "Develop and Promote Labour Intensive Construction Strategies" or equivalent QCTO qualifications.
- (2) The staff member of the consultant who is responsible for the administration of any works contract involving labour intensive works must have completed the NQF level 5-unit standard "Manage Labour Intensive Construction Projects" or equivalent QCTO qualifications.

The Consultant must provide the Employer with satisfactory evidence that staff members satisfy the requirements of 1 and 2.

- (3) The Consultant must design and implement the construction/maintenance works in accordance with the Guidelines for the Implementation of the Labour-Intensive Projects under the Expanded Public Works Programme (the Guidelines) published by the National Department of Public Works. The Consultant must sign the undertaking (Appendix E of Guidelines) confirming they have complied with EPWP requirements at design and implementation stages
- (4) The Consultant shall, for monitoring purposes, keep monthly records of and transmit to the Client data obtained from the contractor on the following indicators with regard to workers employed:
  - Project budget and planned output according to EPWP requirements
  - Actual Project Expenditure and actual output according to EPWP requirements
  - Planned and achieved labour intensity
  - Number of work opportunities created
  - Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
  - Wage rate earned on project
  - Number of person-days of employment created
  - Copies of identity documents of workers
  - Number of persons who have attended training including the nature and duration of training provided
  - Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E Framework
  - Services provided or delivered maintained in accordance with indicators in the EPWP M&E Framework
- (5) The values for the indicators shall be submitted to the employer according to the agreed time frames on the prescribed reporting template (from the EPWP Unit in the DPW) and obtainable from [www.epwp.gov.za](http://www.epwp.gov.za).

- (6) The Consultant shall certify that the works have been completed in accordance with the requirements of the Guidelines and the Contract:
- a) whenever a payment certificate is presented to the Employer for payment; and
  - b) immediately after the issuing of a practical completion certificate that signifies that the whole of the works have reached a state of readiness for occupation or use for the purposes intended although some minor work may be outstanding.

#### **5.10 FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER**

The Employer will not supply any facilities, office space, equipment, software, vehicles, telecommunication systems etc.

#### **5.11 REFERENCE DATA**

None

#### **5.12 APPROVALS**

##### 5.12.1 Wayleave approval

Application to be made to the relevant department for wayleave approvals

#### **5.13 PLANNING AND PROGRAMMING**

5.13.1 Programmes submitted by the consultants for projects should reflect the following:

- Starting dates, milestone dates, estimated duration and planned completion dates.
- Order and timing of services which the service provider plans to do
- Provisions for
  - Float
  - Time risk allowances
  - Health and safety requirements

5.13.2 Activities for which the employer are responsible and which shall be included in the service provider's programme are the following:

- Approval of Tender Advertising Request (TAR);
- Approval of Tender Advertising Objectives (TAO);
- Acceptance of tender documentation;
- Acceptance of tender drawings;
- Approval of Tender Advertising Request (TAR) by the SCM(Supply Chain Management);
- Approval of tender documentation by the Bid Specification Committee (BSC);
- Acceptance of Bid Evaluation Report (BER);
- Recommendation of Bid Evaluation Report by Bid Acquisition Committee (BAC);
- Letter of acceptance

#### **5.14 SOFTWARE APPLICATION FOR PROGRAMMING**

All software shall be compliant with Microsoft Windows 7 and/or the latest operating systems and shall be fully compatible with Microsoft Office 2005 and/or the latest versions.

#### **5.15 FORMAT OF COMMUNICATIONS**

Consultants will be required to submit documents in the following format:

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<b>Document Type</b>	<b>Hard Copy</b>	<b>Electronic</b>
Tender documents	✓	✓
Tender drawings (Printed/PDF/DXD/DWG/AutoCAD)	✓	✓
Reports (all reports including completion and photo reports)	✓	✓
Construction Drawings	✓	✓
As Built test results	✓	✓
As Built drawings	✓	✓

**5.16 MANAGEMENT MEETINGS**

Consultants will be required to attend monthly project progress meetings and Technical/ Site inspection meetings.

**5.17 USE OF DOCUMENTS BY THE EMPLOYER**

The copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised by a Service Provider in the course of the service is vested in the DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY.

**5.18 SELECTION PROCEDURE**

- The DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY will use the following method of selection and rotation of Service Providers engaged in a Framework Contract.
- Service providers will be ranked from the highest lowest in terms of Functionality Score, Pricing and BBBEE Status
- The Service providers will be allocated projects based on their ranking.
- The Service providers whose ranking are higher, will be allocated projects more complex nature or/with higher estimate Values



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## **FINANCIAL AND CONTRACTUAL ARRANGEMENTS**

- The following conditions are set by the Dr Pixley Ka Isaka Seme Local Municipality:
- The Council accepts the original bid price will be valid for 90 days.
- Payment will be made within 30 days after receipt of invoices.

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

### FUNCTIONALITY EVALUATION

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003, Bidders will not be evaluated on Functionality.

#### **FUNCTIONALITY EVALUATION CRITERIA**

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

Personnel	60
Experience of Firm on similar or comparable projects	30
Proposed Technical Methodology and Approach	10
Sub-Total	<u>100</u>

**A firm must obtain a minimum of 60 points out of the 100 points above to be considered**

**Project Director / Team Leader: (Maximum Points obtainable 45)**

**Name of Project Director/Leader.....**

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Maximum Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications (Note 1)	B.Eng or BSc or B Tech in Civil Engineering	Yes	5	
	M.Eng or Msc or M.Tech in Civil Engineering	No	8	
Professional Registration of members with statutory institutions of Engineering (ECSA) (Note 2)	Professional Engineer (Pr. Eng.) or Professional Engineering Technologist (Pr. Tech. Eng.)	Yes	2	
<b>Maximum points</b>			<b>10</b>	
Years of experience after qualification (Note 3)	5-7	Yes	3	
	8-9	No	5	
	10 and above	No	10	
<b>Maximum Points</b>			<b>10</b>	
Years of experience after registration	3-5	Yes	3	
	6-9	No	5	
	10 and above	No	10	
<b>Maximum Points</b>			<b>10</b>	
Involvement in comparable projects (Note 4)	3-5	No	3	
	6-9	No	5	
	10 and above	No	10	
<b>Maximum Points</b>			<b>10</b>	
Current Employment (Note 5)	Full time employed by the Consulting Firm	No	5	
<b>Maximum Points</b>			<b>5</b>	
<b>Total</b>			<b>45</b>	

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**Support Technologist / Technician:**

**(Maximum Points obtainable 15)**

**Name of Support Engineer/Technologist/Technician:.....**

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Academic Qualifications (Note 1)	National Diploma in Civil Engineering	Yes	2	
	B.Eng or Bsc or B Tech in Civil Engineering	No	4	
Professional/ Candidate Registration of members with statutory institutions of Engineering (ECSA) (Note 2)	Candidate Engineering Technician / Technologist	No	1	
	Pr. Techno. Eng or Pr. Techni. Eng	No	2	
<b>maximum points</b>			<b>6</b>	
Years of experience after qualification (Note 3)	1- 2	No	1	
	3 – 4	No	2	
	5 and above	No	3	
<b>Maximum Points</b>			<b>3</b>	
Years of experience after registration	1- 2	No	1	
	3 – 4	No	2	
	5 and above	No	3	
<b>Maximum Points</b>			<b>3</b>	
Confirmation of letter of appointment for comparable projects (Note 4)	0-1	No	1	
	2-3	No	1.5	
	3 and above	No	2	
<b>Maximum Points</b>			<b>2</b>	
Current Employment (Note 5)	Full time employed by the Consulting Firm	No	1	
<b>Maximum Points</b>			<b>1</b>	
<b>Total</b>			<b>15</b>	

**Note 1: Certified copies of Academic Qualifications (Not older than 3 Months)**

In case of Civil Engineering projects, Team Leader and Technical Support must possess academic qualifications in Civil Engineering. Certified Proof of academic qualifications in the form of copies must be attached to the Team Leader/Project Director's CV (not older than 3 months). Foreign qualifications must be accompanied by an evaluation report issued by the South African Qualification Authority (SAQA). The proposed Project Director/Team Leader shall be in possession of at least a Bachelors' Degree or B.Tech in Civil Engineering must be registered as either Professional Engineer or Professional Engineering Technologist. The proposed Support

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Technician / Technologist shall be in possession of at least a National Diploma in Civil Engineering.

**Note 2: Professional Registration**

Proof of registration of the Project Leader/ Director as Professional Engineer or Professional Engineering Technologist with the Engineering Council of South Africa (ECSA) for Engineering must be attached.

**Note 3: Experience after qualification**

A minimum of 5 years post qualification experience as well as a minimum 3 years post professional registration experience is required for the team leader. Any Project Leader/Director’s post qualification and registration below 5 years and 3 years respectively

**Note 4: Employment History (Involvement in comparable projects)**

Proof of employment history must be contained in the Curriculum Vitae (CV) and must include appointment letter for computable projects and contact details. The CV must contain only necessary and relevant information for the purpose of this project (not marital status, hobbies, number of children, etc.

**Note 5: Current Employment**

Confirmation of current employment must either be in the form of letter from Employer or must be reflected or contained in the CV attached. Where a proposed Team Leader is seconded from a rival Consulting Firm, an agreement between the two entities as well as a written undertaking confirming the person’s full-time availability for the duration of a project must be attached to the CV.

**Experience of Firm in various Infrastructure Projects successfully implemented and completed successfully (Maximum Points obtainable 30)**

<b>Evaluation Criteria</b>	<b>Minimum Required</b>	<b>Elimination Factor</b>	<b>Points Obtainable</b>	<b>Points Claimed</b>
Company Experience: Previous relevant company experience on similar or comparable projects. Attached traceable appointment letters and completion certificates / reference letters of a minimum of five projects within the last five years	5 projects or more	No	10	
	6 to 9 projects	No	20	
	10 and above projects	No	30	
<b>Maximum Points obtainable</b>			<b>30</b>	

**Guideline to experience on similar or comparable projects**

**a) Experience on Roads and Storm water Projects implemented and successfully completed**

The Tenderer must attach copies of Appointment Letters and Completion Certificates/ reference letter as evidence of Roads and Storm water projects implemented and successfully completed. Points claimed without these requested evidence documents will not be considered.

**b) Experience on Water and Sanitation Bulk and/or Reticulation Projects Implemented and Successfully Completed**

The Tenderer must attach copies of Appointment Letters and Completion Certificates/ reference letter as evidence of Water and Sanitation Bulk and/or Reticulation Projects Implemented and Successfully Completed. Points claimed without these requested evidence documents will not be considered.

**c) Experience on Structural Steel and Concrete Projects implemented and successfully completed**

The Tenderer must attach copies of Appointment Letters and Completion Certificates/ reference letter as evidence of Structural Steel and Concrete Projects implemented and successfully completed. Points claimed without these requested evidence documents will not be considered.

**d) Experience on Buildings and Facilities Projects implemented and successfully completed**

The Tenderer must attach copies of Appointment Letters and Completion Certificates/ reference letter as evidence of Buildings and Facilities Projects implemented and successfully completed. Points claimed without these requested evidence documents will not be considered.

**e) Experience on Electricity Projects implemented and successfully completed**

The Tenderer must attach copies of Appointment Letters and Completion Certificates/ reference letter as evidence of Electricity Projects implemented and successfully completed. Points claimed without these requested evidence documents will not be considered. Where the Tenderer elects to tender for only Electrical Projects, points will be allocated as follows: (5 projects = 10 points, 6 to 9 = 20 points and 10 and above = 30 points)

**Proposed Technical Methodology and Approach (Maximum Points obtainable 10)**

<b>Evaluation Criteria</b>	<b>Elimination Factor</b>	<b>Points obtainable</b>	<b>Points Claimed</b>
Project Scope Identification, Preliminary and Detailed Designs.	No	3	
Documentation specifications compilation and Tender Advertisement, Evaluation and Adjudication	No	3	
Contract Administration, Construction monitoring and Supervision	No	4	
<b>Sub Total</b>		<b>10</b>	

### **Guideline to the Drafting of the Proposed Technical Methodology**

The Tender must provide detailed proposals on how they intend achieving various stages of the project to ensure that all stages of the project are executed without any hindrances and challenges. While the Tenderer will not be restricted to following the sequences, it would be expected that all these stages will be covered on the approach methodology.

**a) Project Scope Identification, Preliminary and Designed Designs**

The Tenderer must provide a proposed approach methodology they intend following on the Project Scope Identification, Preliminary and Detailed Design Stages to ensure that quality work is achieved all the time. These include methods to be used to provide regular progress reports that may be required from time to time including monthly, quarterly and annual reports.

**b) Documentation specifications compilation and Tender Advertisement, Evaluation and Adjudication**

The Tenderer must provide a proposed approach methodology they intend following on the compilation of the project standard specifications, tender/contract document, and the conditions of contract they intend specifying. This should include reasons and motivation for the choice of the project specifications and conditions of contract. These include methods to be used to provide regular progress reports that may be required from time to time including monthly, quarterly and annual reports.

**c) Contract Administration, Construction monitoring and Supervision**

The Tenderer must provide a proposed approach methodology they intend following in administering contract, in undertaking the following:

- **Project Management;**
- **Contract Administration**
- **Construction monitoring and Supervision;**
- **Quality Control**

This should include reasons and motivation for the choice of the methodology to employed on the project and further include methods to be used to provide regular progress reports that may be required from time to time including monthly, quarterly and annual reports.

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## Part B: Returnable Documents

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required (Compulsory to be completed and submitted) for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

### RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

<u>MBD 1: INVITED TO BID ( Compulsory)</u> .....	06
<u>Form A: Declaration of Bidder's Past Supply Chain Management Practices</u> .....	25
<u>Form B: Declaration of Interest(Compulsory)</u> .....	27
<u>Form C: Authority of Signatory(Compulsory)</u> .....	31
<u>Form D: SARS Declaration of Good standing (CSD Registered )(Compulsory )</u> .....	34
<u>Form E: Financial References / Bank Details</u> .....	36
<u>Form F: Municipal Utility Account (Compulsory)</u> .....	38
<u>Form G: Preference Schedule</u> .....	40
<u>Form H: Contract Form</u> .....	46
<u>Form I: Certificate of Independent Bidder Dertemination</u> .....	54
<u>Form J: Declaration of Procurement above 10 Million</u> .....	57
<u>Form K: Pricing Schedule / Bill of Quantities</u> .....	60
<u>Form L: Form of Offer (Compulsory )</u> .....	65
<u>Form M: Proof of Professional indemnity Insurance (Compulsory)</u> .....	60

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**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – MBD 1:**

**1. For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement)

**2. For Companies**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors (Not older than 3 months) and
- the shareholders register

**3. For Joint Venture Agreements**

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

**4. For Partnership**

- Certified Copies of the ID's of the partners (Not older than 3 months)

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

- Certified Copy of ID (Not older than 3 months)

**6. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT (Compulsory)**

**7. Municipal Utility Account/ Lease Agreement (Compulsory)**

**8. Professional indemnity Insurance (Compulsory)**



**FORM A: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**

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

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

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	any other municipality / municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (name)

\_\_\_\_\_ certify that the information furnished on this declaration form is true and correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**FORM B: DECLARATION OF INTEREST (MBD4)**

1 Any legal person, including persons employed by the State<sup>1</sup>, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or Document). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the State; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below

<sup>1</sup>“State” means:

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) National Assembly or the National Council of Provinces; or
- e) Parliament.

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

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

---

---

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

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2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

---

---

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2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

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2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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---

**2. Full details of directors / trustees / members / shareholders.**

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

**3. DECLARATION**

I, the undersigned (name) \_\_\_\_\_  
 certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Position

\_\_\_\_\_  
 Name of bidder

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**FORM C: AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name :

\_\_\_\_\_

Contact number :

\_\_\_\_\_

Office address :

\_\_\_\_\_

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

A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents )

---

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

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

Mr \_\_\_\_\_

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

**APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

and any Contract which may arise there from on behalf of:

\_\_\_\_\_  
*(BLOCK CAPITALS)*

SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

---

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

FULL NAMES OF SIGNATORY: \_\_\_\_\_

---

AS WITNESSES: 1. \_\_\_\_\_

2. \_\_\_\_\_

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**PRO-FORMA FOR JOINT VENTURES:**

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

Mr/Ms \_\_\_\_\_,

authorised signatory of the company \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____

**A Joint Venture Agreement and a (duly signed and dated original or certified copy of the letter of the authorised signatory on the Company Letterhead ) or a certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture**



APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM C:**

- Duly signed and dated original or certified copy of Authority of Signatory on company letterhead.(Private Companies ,Close corporations & Joint ventures)
- A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents )

**FORM D: DECLARATION OF GOOD STANDING REGARDING TAX**

The original Tax Pin must be submitted together with the bid. Failure to submit the Tax Pin will result in the invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-Professionals are involved, each party must submit a separate Tax Pin.

**MBD 2 Tax Pin Requirements**

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

1. In order to meet this requirement bidder is required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-Professionals are involved, each party must submit a separate Tax Pin.

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM D:**

- Latest proof of Registration with Central Supplier Database (CSD)
- SARS e-filing PIN

**FORM E: FINANCIAL / BANK DETAILS**

**Notes to tenderer:**

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

<b>BANK NAME:</b>		
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>		
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc.)</i>		
<b>ACCOUNT NO:</b>		
<b>ADDRESS OF BANK:</b>		
<b>CONTACT PERSON:</b>		
<b>TELEPHONE NUMBER OF BANK OR CONTACT PERSON:</b>		
How long has this account been in existence (tick which is appropriate):	0-6 months	
	7-12 months	
	13-24 months	
	More than 24 months	

Name of Tenderer: \_\_\_\_\_

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

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

Full name of signatory: \_\_\_\_\_

\_\_\_\_\_

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM E:**

- Original or certified copy of a letter from tenderer's bank (not older than three months from tender closure and must have a bank stamp)

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**FORM F: MUNICIPAL UTILITY ACCOUNT**

**DECLARATION BY THE TENDERER**

I the undersigned \_\_\_\_\_

\_\_\_\_\_ has been duly authorized to sign all documents with the Tender for:

**APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

on behalf of

\_\_\_\_\_  
*(referred to herein as "the Bidder")*  
hereby make a declaration as follows:

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

SIGNED ON BEHALF OF  
THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:**

- Municipal utility account invoice must be in line with the address on the CSD (not older that three months)
- If the company is operating on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, the same address as in both documents. (failure to do so will lead to disqualification)

**FORM G: PREFERENCE SCHEDULE**

**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**

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**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**

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

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<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**



APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (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.

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**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.)*

**Preference point system for acquisition of goods criteria for preferential procurement to achieve specific goals.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% Black	5	
At least 51% Youth	5	
At least 51% Women	3	
People with disability	2	
Locality – Mpumalanga Province	5	
<b>TOTAL</b>	<b>20</b>	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly 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;

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

- 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 Professional 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 Professional, 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.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... ..... .....

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM G:**

- B-BBEE Certificate or Sworn Affidavit (Compulsory)

**FORM H: CONTRACT FORM – (i) 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 the **DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **T17/2025** 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;
    - Central Supply Database registration;
    - 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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**NAME  
(PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF  
FIRM** .....

**DATE** .....

<b>Witnesses</b>
1.....
2.....
<b>DATE:</b> .....

## **(ii) CONTRACT FORM - RENDERING OF SERVICES**

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

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

7. I hereby undertake to render services described in the attached bidding documents to the **DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** in accordance with the requirements and task directives / Documents specifications stipulated in Bid Number **T17/2025** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
    - Invitation to bid;
    - Central Supply Database registration;
    - Pricing schedule(s);
    - Filled in task directive/Document;
    - 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;
  - (v) General Conditions of Contract; and
  - (vi) Other (specify)
9. 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 services 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.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.



APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**NAME  
(PRINT)** .....

**CAPACITY** .....

**SIGNATURE  
NAME OF  
FIRM** .....

**DATE** .....

<b>Witnesses</b>
1.....
2.....
<b>DATE:</b> .....

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

1. I ..... in my capacity as .....accept your bid under reference number **T17/2025** dated **05 NOVEMBER 2024**, for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.				

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

SIGNED AT .....ON THIS .....DAY..... OF 2024

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

**(i) CONTRACT FORM - SALE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER 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 purchase all or any of the goods and/or works described in the attached bidding documents from **DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY** in accordance with the requirements stipulated in (bid number) **T17/2025** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
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;
    - Pricing schedule(s);
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - 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) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**NAME (PRINT)** .....

**CAPACITY** .....

**SIGNATURE** .....

**NAME OF FIRM** .....

**DATE** .....

<p><b>Witnesses</b></p> <p>1.....</p> <p>2.....</p> <p><b>DATE:</b> .....</p>
---

**(ii)CONTRACT FORM - SALE OF GOODS/WORKS**

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

1. I .....in my capacity as .....accept your bid under reference number **T17/2025** dated **05 NOVEMBER 2024** for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE.....

**FORM I: 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 offers.

<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.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

I, the undersigned, in submitting the accompanying bid:

**T17/2025:**

**APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

*(Bid Number and Description)*

In response to the invitation for the bid made by:  
**DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY**  
*(Name of Municipality / Municipal Entity)*

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

I certify, on behalf of: \_\_\_\_\_ that:  
*(Name of Bidder)*

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

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

<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.*



**FORM J: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (NOT APPLICABLE)**

**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

1.2. 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.

1.3. If yes, provide particulars.

.....  
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO

1.4. 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

1.5. If yes, furnish particulars

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

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

.....

**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

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM J:**

- 3 Year audited financial statements. (Not applicable)

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**FORM K: PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

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

Name of Bidder:		
Bid #: T17/2025	Closing Time: 12h00	Closing Date: 05 NOVEMBER 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

Required by:

.....  
.....

At:

.....  
.....

Brand and model

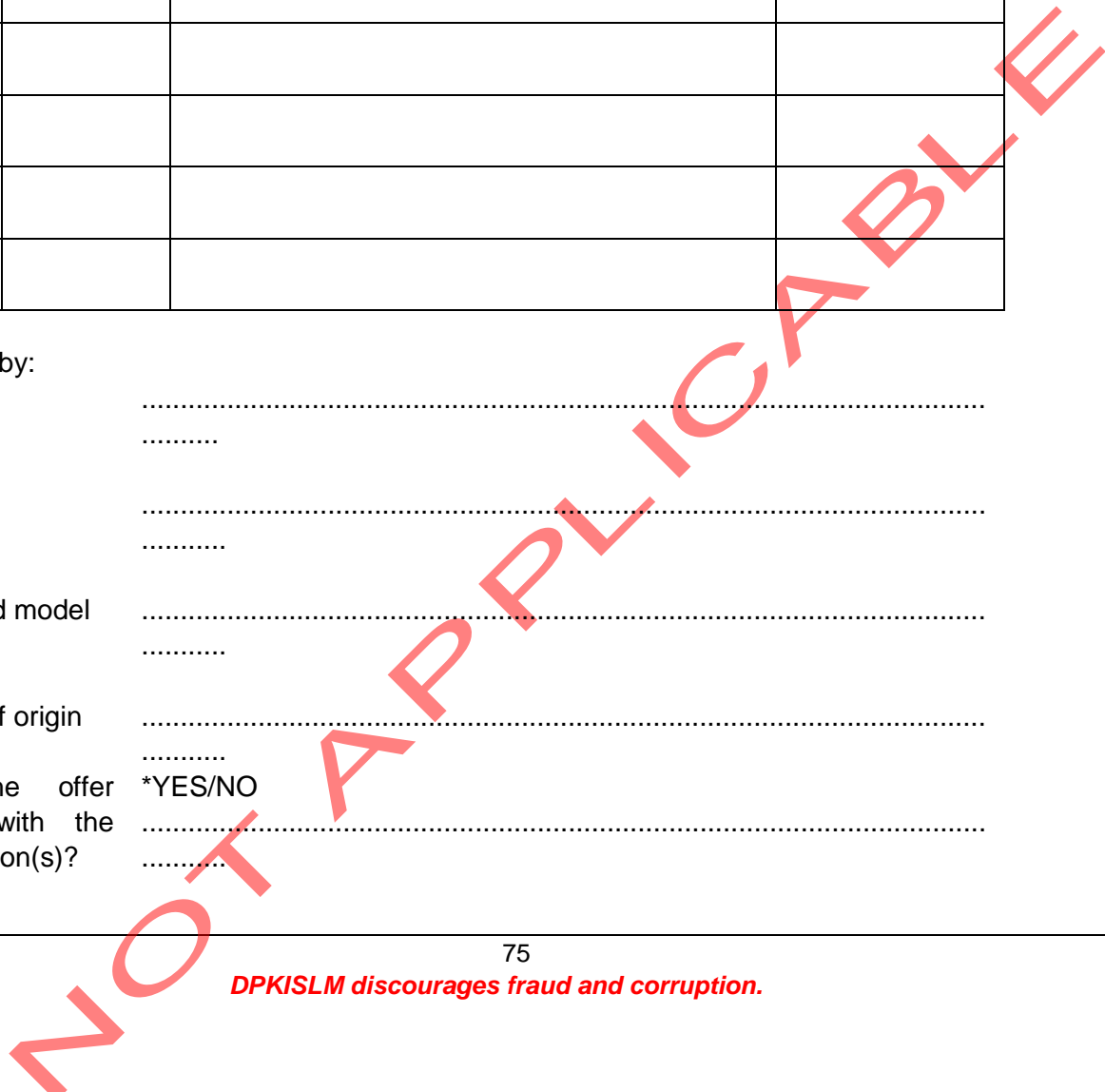
.....  
.....

Country of origin

.....  
.....

Does the offer comply with the specification(s)?

\*YES/NO  
.....  
.....



APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

If not, .....  
indicate .....  
deviation(s) .....  
.....  
.....

Period required .....  
for delivery .....  
\*Firm/Not firm

Delivery Basis: .....  
.....  
.....  
.....  
.....

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

\*Delete if not applicable

NOT APPLICABLE

**(I): PRICE ADJUSTMENTS**

<b>Name of Bidder:</b>		
<b>Bid #:</b> T17/2025	<b>Closing Time: 12h00</b>	<b>Closing Date: 05 NOVEMBER 2024</b>

**A: NON-FIRM PRICES SUBJECT TO ESCALATION:**

- In cases of period contracts, non firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non firm prices when calculating the comparative prices
- In this category price escalations will only be considered in terms of the following formula:

$$Pa = (1 - V)Pt \left[ D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right] + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price**
- D1, D2 = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations

- The following index/indices must be used to calculate your bid price

Index		Dated		Index		Dated	
Index		Dated		Index		Dated	
Index		Dated		Index		Dated	

- Furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS:**

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

5. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD

6. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## **(II) BILL OF QUANTITIES/ PRICING SCHEDULE**

- Pricing is not required on this tender; the Municipality will issue Request for Quotations on specific approved projects as and when required.
- The BOQ will only be required to be completed in the next phase on the RFQ documents.
- Only successful service providers will be required or requested to complete RFQ documents on approved projects

**NB: The successful bidder(s) will be appointed in terms of:**

### **PRICING INSTRUCTIONS**

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Professional's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Professional is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the **APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS** and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Professional.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.



The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Professional. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

- Unit: The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
- Quantity: The number of units of work for each item
- Rate: The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only
- Amount: The quantity of an item multiplied by the bided rate of the (same) item. Should be quoted in ZAR currency only
- Sum: An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units, should be quoted in ZAR currency only.

- 10 The units of measurement indicated in the Bill of quantities are metric units. The following abbreviation may appear in the Bill of Quantities.

- No = No
- % = Percentage
- Prov Sum = Provisional Sum

- The contract will be appointed on once off basis from the date of issue of appointment letter.
- ✓ Bidders should NOT complete the Bill of Quantity below as it is for illustration purposes.
- ✓ Professional fees for professional services will be in with the latest version of ECSA guidelines.
- ✓ Additional services fees (rates based) will be in line with the latest version of ECSA guidelines.

**9. PRICING SCHEDULE (DO NOT COMPLETE)**

ITEM	NORMAL SERVICES	UNIT	QTY	RATE	AMOUNT
<b>1.0</b>	<b>Professional Team of Engineers (unit % will be as per ECSA guideline)</b>				
1.1	Inception	%	1		
1.2	Concept and Viability	%	1		
1.3	Design Development	%	1		
1.4	Documentation and Procurement	%	1		
1.5	Contract Administration and Inspection	%	1		
1.6.	Close-Out	%	1		
<b>1.7</b>	<b>Sub-total</b>				
<b>2.</b>	<b>Additional Services</b>				
<b>2.1.</b>	<b>Survey</b>				
2.1.1	Survey Data and Analysis	Prov. Sum	1		
2.1.2	Mark-up for item 2.1.1	%			
<b>2.2</b>	<b>Geotechnical</b>				
2.2.1	Geotechnical investigation, Analysis and Report Development	Prov. Sum	1		
2.2.2	Mark-up for item 2.2.1	%			
<b>2.3</b>	<b>Environmental Management</b>				
2.3.1	Environmental Advisory and Compliance (Co-ordinate with Appointed Health and Safety Consultants)	Prov. Sum	1		
2.3.2	Mark-up for item 2.3.1	%			
<b>2.4</b>	<b>Occupational Health and Safety, and Training</b>				
2.4.1	Occupational Health & Safety Management	Sum	1		
2.4.2	Enforcement and Management of Health and Safety on site	Sum	1		
2.4.3	Student Intern 12 months mentoring programme – Student or intern to be provided by Mpumalanga Cooperative Governance and Traditional Affairs to Professional Service Provider	Sum	1		
2.4.4	Mark-up for item 2.4.1-3	%			
<b>2.5</b>	<b>Co-ordinate with Other Service Providers</b>				
2.5.1	Co-ordinate with identified service providers (ISD, Environment etc.)	Sum	1		
2.5.2	Mark-up for item 2.5.1	%			

APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

<b>2.6</b>	<b>Sub total</b>				
<b>3.0</b>	<b>Construction monitoring</b>				
3.1	Additional 15 days/month site monitoring for category B individual for actual duration of the contract (assumed for 2 months)	Sum			
<b>3.2</b>	<b>Sub total</b>				
<b>4.0</b>	<b>Expenses &amp; costs for actual duration of the contract</b>				
4.1	Travel	Sum	<b>1</b>		
4.2	Recoverable expenses	Sum	<b>1</b>		
<b>4.3</b>	<b>Sub-total</b>				
<b>5.0</b>	<b>Time basis</b>				
5.1	Category A	hr.			
5.2	Category B	hr.			
5.3	Category C	hr.			
5.4	Category D	hr.			
<b>6.0</b>	<b>TOTAL (sum of items (1.6; 2.6; 3.2; 4.3 )</b>				
6.1	Add.: VAT (15%)				
<b>6.2</b>	<b>TENDER AMOUNT</b>				

NAME OF BIDDER.....

SIGNATURE.....DATE.....

**FORM L: AGREEMENT AND CONTRACT DATA**

**Form of Offer and Acceptance**

**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**T17/2025:**

**APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS.**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Professional under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

---

---

Rand \_\_\_\_\_ (in \_\_\_\_\_ words);and  
R \_\_\_\_\_

(in figures).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Professional in the conditions of contract identified in the contract data.

Signature(s)

---

Name(s)

---

Capacity

---

for the tenderer

---

(name and address of the organization)

Witness signature

---

Witness name

---

Date

---

## **ACCEPTANCE**

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

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

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Supplier) within five days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY**

NAME(s): (BLOCK LETTERS) .....

CAPACITY of authorized agents: .....

SIGNATURE(s) of authorized agents: .....

SIGNED at .....on this.....day of .....

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. Name ..... Signature .....

2. Name ..... Signature .....

**FORM M: PROFESSIONAL INDEMNITY**

**PI (Professional Indemnity) of R 1 Million for the project < R5 Million and R10 Million or Higher for projects more that R15 Million (if no proof is attached the prospective professional bidder shall not be considered) this shall be a disqualifying factor and it shall form part of the returnable documents.**

**DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY**



**SERVICES LEVEL AGREEMENT**

**Between**

**“DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY”**

**And**

.....



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APPOINTMENT OF A PANEL OF CONSULTING ENGINEERING FIRMS FOR VARIOUS INFRASTRUCTURE PROJECTS IN DR PIXLEY KA ISAKA SEME LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS

**THEREFORE, THE PARTIES CONCLUDE THEIR AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS: -**

**1. PRECEDENCE**

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.

**2. DURATION**

2.1 Notwithstanding the date of signature, this agreement shall commence on \_\_\_\_\_ and shall continue until \_\_\_\_\_, unless terminated by either party giving **30-day A notice in writing** to the other party.

**3. SERVICES**

3.1. .... shall provide the material as quoted in an order form to be the attached when the services are required.

**4. PAYMENT TERMS**

4.1 ..... shall submit a valid invoice to DPKISLM for the provision of services on monthly basis.

4.2 DPKISLM shall pay the amount charged within *30 days* of the date of a valid invoice into the bank account nominated by \_\_\_\_\_ .

**5. OBLIGATIONS OF .....**

.....as a service provider shall render the following services:

referred to the bill of quantities on page 66 of the tender document.

**6. ADMINISTRATION OF THE SERVICE**

The Service Provider must ensure that they have the resources available (both staff and systems) to ensure that the material requested are available on order.

**7. CHANGE IN CIRCUMSTANCES**

If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of signature of this agreement, then the parties undertake to renegotiate such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

**8. BREACH OF AGREEMENT**

8.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.

8.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent

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8.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

## 9. JURISDICTION

Both Parties consent to the jurisdiction of the Magistrate’s Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate’s Court.

## 10. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

10.1 The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

10.1.1: Physical Address:  
: Dr Pixley Ka Isaka Seme Local Municipality  
: Cnr. Adelaide Tambo Street & Dr Nelson Mandela Drive.  
: Volksrust, 2470

10.1.2 : Postal Address:  
: P/Bag X9011  
: **VOLKSRUST**  
: 2470

Fax : 086 630 2209  
Tel : 017 734 6100

10.1.3 : Postal Address: (Details of the Potential Service Provider)  
: .....  
: .....  
: .....  
: .....  
: .....  
Cell : .....

10.2.1 Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

10.2.1 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery.

10.2.2 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted.

10.2.3 If sent by fax, on the first business day after the date of successful transmission of the fax.

## **11. VARIATION**

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

## **12. WAIVER**

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

## **13. GENERAL**

13.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.

13.2 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.

13.3 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

## **14. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION**

14.1 All of the details of this Agreement shall be considered as confidential and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

## **15. WARRANTY OF AUTHORITY**

15.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

15.2 Both parties further warrant that there is nothing that influence or prevent any of the provisions of this agreement from being enforced.

## **16. SEVERABILITY**

If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it, or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

## **17. SERVICE REQUESTS**

In support of services outlined in this Agreement, the Service Provider will respond to service requests submitted by the Customer within the following time frames:

- Within 3 (Three) Working days (during business hours).

**18. FORMALITIES**

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

**19. ENVIRONMENT**

The service provider shall ensure that all material, services and works supplied in terms of the contract conform to all applicable environmental legislation.

**20. WHOLE AGREEMENT**

This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

Thus done and signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Mr. MA Ngobo  
Municipal Manager

AS WITNESSES For: **Dr Pixley Ka Isaka Seme Local Municipality**

1 \_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_  
Who by his/her signature as Director warrants that he/she is duly authorised.

AS WITNESSES For: \_\_\_\_\_

1 \_\_\_\_\_

2 \_\_\_\_\_

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