

DITSOBOTLA LOCAL MUNICIPALITY



EXPRESSION OF INTEREST FOR APPOINTMENT INTO A PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF THREE (3) YEARS

TENDER NO: DLM 24/25/PMU/ENG/CONSLT

INVITATION TO BID

Tenders are hereby invited for the expression of interest for appointment into a panel of consultants for professional engineering services for a period of three (3) years

Bids are hereby invited for Admission to the DITSOBOTLA LOCAL MUNICIPALITY Panel of Consultants for Professional Engineering Services for the period of three (3) years. Suitably qualified, experienced and accredited Professional Service Providers (Consulting Engineering) are requested to submit for the purpose design development, procurement documentation as well as construction monitoring of Municipal Capital Projects.

The scope of work for the Consulting Engineering companies shall be the standard services in accordance with the Engineering Council of South Africa (ECSA) Guideline scope of services for persons registered in terms of the Engineering Professional Act 2000 (Act No. 46 of 2000). The companies are to illustrate capabilities in the following areas of expertise:

Tenderers must have the necessary skills, experience and capacity to complete and commission the Works successfully in terms of the tender documents and to the required standards.

Tender documents will be obtainable after 11h00 am on **18th October 2024** from the offices of Ditsobotla Local Municipality 1st Floor office No: 12 Records office, before closing date. Documents will only be issued upon payment of a non-refundable deposit of **R1,500-00**. Tender fee must be made payable to A non-refundable fee of R1 500.00 is payable per document at the cashier's office during office hours 07h30-15h00, alternatively deposited to: **Ditsobotla Local Municipality, Bank Name: Absa Account No: 01003100339 Branch: 632005**, Ref: Company name and bid number.

Tenders completed as prescribed shall be sealed in an envelope marked "**EXPRESSION OF INTEREST FOR APPOINTMENT INTO A PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING SERVICES FOR A PERIOD OF THREE (3) YEARS**" and deposited in the bid box at Ditsobotla Local Municipality 1st Floor office No: 12 Records office, Civic centre Building, before closing date, to reach its destination not later than **08 NOVEMBER 2024 AT 12H00 PM** when tenders shall be opened in public.

Bids will be adjudicated based on the Preferential Procurement Regulations 2017 using administrative compliance and functionality. The validity period for this tender is 90 days.

Technical enquiries should be directed to Mr Thabiso Tshabalala on 082 333 7486 Email: pmudlm@outlook.com and Supply Chain Enquires: Mrs T Dube (060) 982 3634 Email: Tshididube@gmail.com

O.T BOJOSINYANE
MUNICIPAL MANAGER

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DITSOBOTLA LOCAL MUNICIPALITY					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
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 Tender Box at Ditsobotla Local Municipality 1 st Floor office No: 12 Records office, before closing date					
TENDER/QUOTATION BOX SITUATED NEXT TO THE MAIN ENTRANCE					
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	
<i>[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]</i>					
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			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES 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:

LIST OF RETURNABLE DOCUMENTS

1. Proof of Central Suppliers Database (CSD) registration
2. C.K Document
3. Certified ID copies (of not more than three months) of company directors
4. Certified copies must have a date of certification and should be not older than 3 months as at the close of the tender. (Should the copy not have the date of certification the tender will be regarded as non-responsive)
5. Only original stamp and signature will be accepted.
6. Copy of a certified document will be considered non responsive.
7. Original & Valid BBBEE certificate or certified copy or sworn affidavit on a form issued by Department of Trade and Industry.
8. Joint Venture must submit valid consolidated BBBEE certificate or sworn affidavit
9. A signed Joint Venture Agreement (In case of a Joint Venture)
10. Recent Statement of Municipal rates and taxes or municipal service charges of every Director Listed on the C.K Document not older than three months from the date issued and not owing more than three months (90 Days)
11. Recent Statement of Municipal rates and taxes or municipal service charges of the Company (Bidder) not older than three months from the date issued and not owing more than three months (90 Days)
12. Should a Company (Bidder) Lease a property, the lease agreement will replace the requirement on (11).
13. Should Directors be residing in rural areas, Letter from Tribal Authority confirming your stay in that Area
14. Should the Director not be responsible for rates and taxes but residing in an area where there is Municipal Services offered, the director should submit the Original Affidavit from South African Police Service Confirming as such.
15. Should the Company (Bidder) be operating from the Same Address as the Director, An affidavit confirming such should be submitted.
16. Requirements from (10-15) should be submitted for J.V based on their applicability
17. Three Years Audited Annual Financial Statements
18. Proof of qualifications of key personnel and appropriate professional registration with relevant Professional Council, Body and Association i.e. **ECSA, SACPCMP, CESA, SABBACO** etc.
19. Proof of valid Professional Indemnity Insurance Cover of a minimum value of **R10, 000, 000.00 (Ten Million Rand)**
20. Valid Copy of Bidders Workmen's Compensation Certificate, Act 4 of 2002 (**COIDA**)

21. Soft copy of the entire document including returnable saved in a Compact Disk. **(Failure to submit the compact disk will result in a disqualification)**
22. Should any of the returnable documents stated not be attached to this bid document, your bid will be declared invalid.

BID REQUIREMENTS

1. Late bids will not be considered. Please note that bids are late if they are received after the closing date and time.
2. Bids will be valid for 90 days.
3. All prices must be quoted in South African currency and must be VAT Inclusive.
4. All items must be priced, failure to price all items will render your bid non-responsive.
5. All relevant forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorised official. Use of tipex and pencil will not be acceptable.

DITSOBOTLA LOCAL MUNICIPALITY

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state*.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:.....
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state* **YES/NO**
 - 3.6.1 If so, furnish particulars:
 - 3.7 Have you been in the service of the state for the past twelve months? **YES/NO**
 - 3.7.1 If so, furnish particulars:
.....

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

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

3.8 Are you connected with any persons in service of the state? **YES/NO**

3.8.1 If so, furnish particulars:

.....
.....

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

3.9.1 If so, furnish particulars:

.....
.....

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

3.10.1 If so, furnish particulars:

.....
.....

3.11 Are any of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES/NO**

3.11.1 If so, furnish particulars:

.....

3.12 Are any spouse, child or parent of the company's directors Managers, principal shareholders or stakeholders in service of the state? **YES/NO**

3.12.1 If so, furnish particulars:

.....

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

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....
.....

*** Delete if not applicable**

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....
.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

Signature

Date

Position

Name of Bidder

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1.1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- 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.

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **...80/20..** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3. Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

1.2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

1.4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

1.5. BID DECLARATION

5.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

1.6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1. B-BBEE Status Level of Contributor:..... =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

1.7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1. If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017

Designated Group: An EME or QSE which is at least 51% owned by:

EME
✓

QSE
✓

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

OR

- Any EME
- Any QSE

1.8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:.....

8.2. VAT registration number:.....

8.3. Company registration number:.....

8.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6. COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7. MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8. Total number of years the company/firm has been in business:.....

8.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

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)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - 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 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.

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

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

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

NAME (PRINT):

CAPACITY

SIGNATURE :

NAME OF FIRM:

DATE:

WITNESSES	
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....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.

<u>DESCRIPTION OF SERVICE</u>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT).....

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Documents 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 during the past five years;
 - 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 as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partum</i> rule was applied)	<input type="checkbox"/>	<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)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445).	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<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 any other municipality / municipal entity, that is in arrears for more than three months?	<input type="checkbox"/>	<input type="checkbox"/>

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?	<input type="checkbox"/>	<input type="checkbox"/>
4.5.1	If so, furnish particulars		

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

Signature

Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 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:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National

Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

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

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

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

SCOPE OF WORK

PLEASE TICK ON THE AREA OF EXPERTISE FOR WHICH THE EXPRESSION OF INTEREST IS SUBMITTED

Table 1: AREA OF EXPERTISE

FIELD	AREA OF EXPERTISE	Signature on the appropriate
Civil and Structural Engineering	Water	
	Water Treatment Plants	
	Sanitation / Sewer	
	Waste Water Treatment Plants	
	Roads	
	Storm water	
	Municipal and Building Civils	
Electrical and Mechanical Engineering	Structural Buildings	
	Electrical sub-stations	
	High Mast and Street Lights	

SCOPE OF WORK

Upon the allocation of specific projects to the professional engineering consultants, the scope of work will include but not limited to the following:

- Scoping
- Preliminary design
- Detail design
- Preparation of procurement documents
- Contract administration
- Implementation of Occupational Health and Safety requirements
- Implementation of the project through Labour Intensive Construction requirements where possible
- Quality control
- EPWP reporting; and
- General project management
- Review available information, including site visits and discussion with DWS & NW-READ submission of e-WULA application for water use registration /licence and registration of Integrated EIA applications, Project Management and Administration
- Integrated Environmental Impacts Assessments for large WWTWs facilities including geo-hydrological assessments
- Basic Assessments for small WWTWs including geo-hydrological assessments
- Water Use License Report for District WWTWs
- Compliance for Influent and Effluent Quality Tests for WWTWs
- Compile Tender Documents for the purpose of compiling Civil, Electrical and Mechanical Maintenance Contract/s for WWTWs
- Any needs for interim refurbishments of current WWTWs

The full scope of service is in accordance with the Engineering Council of South Africa Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as follows:

Inception

This stage includes the following:

- Assist in developing a clear project brief
 - Attend project initiation meetings
 - Advise on procurement policy for the project
 - Advise on the rights, constraints, consents and approvals
 - Define the scope of services and scope of work required
 - Conclude the terms of the agreement with the client
-
- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services
 - Determine the availability of data, drawings and plans relating to the project
 - Advise on criteria that could influence the project life cycle cost significantly
 - Provide necessary information within the agreed scope of the project to other consultants

Deliverables will typically include:

- Agreed scope of services and scope of work
- Signed Agreement
- Report on project, site and functional requirements
- Schedule of required surveys, tests, analysis and other investigation
- Schedule of consents and approvals

Concept and Viability (Preliminary Design Stage)

This stage includes the following:

- Agree documentation programme with principal consultant and other consultants involved (where applicable)
- Attend design and consultants meeting
- Prepare initial concept design and related documentation
- Establish the concept design criteria
- Advise the client regarding further surveys, analyses, tests and investigations which may be required
- Establish regulatory authorities requirements and incorporate into the design
- Refine and access the concept design to ensure conformance with all regulatory requirements and consents
- Establish access, utilities, services and connections required for the design
- Co-ordinate design interface with other consultants involved
- Prepare process designs (where required), preliminary designs and related documentation for approval by authorities and client and suitable for costing
- Provide cost estimates and life cycle costs as required
- Liaises, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

- Concept Design
- Schedule of required surveys, tests and other investigations and related reports

- Process Design
- Preliminary Design
- Cost Estimates as required

Design Development (Detailed Design Stage)

This stage will include the following:

- Review documentation programme with principal consultant and other consultants involved
- Attend Consultants design meetings
- Incorporate clients and authorities detailed requirements into the design
- Incorporate the other consultants design and requirements into the design
- Prepare design development drawings including draft technical details and specifications
- Review and evaluate design and outline specification and exercise cost control
- Prepare detailed estimates of construction costs
- Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved
- Submit the necessary design documentation to local and other authorities for approval

Deliverables will typically include:

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs

Documentation

This stage includes the following:

- Attend design and consultants' meetings
- Prepare specifications and preambles for the works
- Accommodate services design
- Check cost estimates and adjust designs and documents if necessary to remain within budget
- Formulate the procurement strategy for contractors or assist the principal consultant where relevant
- Prepare documentation for contractor procurement
- Review designs, drawings and schedules for compliance with approved budget
- Assist in calling for tenders
- Assist with the preparation of contract documentation for signature

Typical deliverables will include:

- Specifications
- Services co-ordination
- Working drawings
- Budget construction cost
- Tender documentation
- Priced contract documentation

Contract Administration and Inspection

This stage includes the following:

- Attend site handover
- Issue construction documentation in accordance documentation schedule including in the case

of structural engineering, reinforcing bending schedules and detailing and specification of structural steel sections and connections

- Carry out contract administration procedures in terms of the contract
- Prepare schedules of predicted cash flow
- Prepare pro-active estimates of proposed variations for client decision making
- Attend regular site, technical and progress meetings
- Inspect works for conformity to contract documentation
- Adjudicate and resolve financial claim by contractor(s)
- Assist in the resolution of contractual claims by the contractor
- Establish and maintain a financial control system
- Clarify details and descriptions during construction as required
- Prepare valuations for payment certificates to be issued to the Client
- Witness and review of all tests and mock ups carried out both on and off site
- Check and approve contractor drawings for design intent
- Update and issue drawings register
- Issue contract instructions as and when required
- Review and comment on operations and maintenance manuals, guarantee certificates and warranties
- Inspect the works and issue practical completion and defects lists
- Arranging for the delivery of all test certificates, including the Electrical Certificates of Compliance, statutory and other approvals, as built drawings and operating manuals

Typical deliverables will include:

- Schedules of predicted cash flow
- Construction documentation
- Drawing register
- Estimates for proposed variations
- Contract instructions
- Financial control reports
- Valuation for payment certificates
- Progressive and draft final account(s)
- Practical completion and defects list
- Electrical Certificate of Compliance

Close-Out

This stage includes the following:

- Inspect and verify the rectification of defects
- Receive, comment and approve relevant payment valuations and completion certificates
- Prepare and/or procure operations and maintenance manuals, etc.
- Prepare as-built drawings and documentation required by Eskom for Energisation
- Conclude the final accounts where relevant

Typical deliverables will include:

- Valuations for payment certificates
- Works and final completion lists
- Operations and maintenance manuals, etc.
- As-built drawings and documentation
- Final accounts

DETAILED DESIGNS

The detailed designs for specific projects on each field of work shall be completed in accordance with the relevant guidelines and standards. The final report, drawings and specifications must be produced and approved by the Municipality before procurement processes for construction work can resume.

PROGRAMME AND TIMING

Upon allocation of a project through the second bidding stage, the Consulting Engineers will have to submit a proposed programme of activities and demonstrate how they aim to achieve completion of the project within a specified period including construction.

REPORTING AND PERFORMANCE TRACKING

- Progress Reports and Labour Reports must be submitted to the municipal PMU on a monthly basis on or before the 20th calendar day or as and when requested to do so as the need may arise.
- Reports must be submitted on the prescribed format to be provided by the municipality

Submission Data

The conditions applicable to this call for expressions of interest are the Standard Conditions for the calling for Expressions of Interest as contained in Annexure H of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No. 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions for the calling for Expressions of Interest make several references to the Submission Data for details that apply specifically to this submission. The Submission Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions for the calling for Expressions of interest.

Each item of data given below is cross-referenced to the clause in the Standard Conditions for the calling for Expressions of Interest.

CLAUSE NUMBER	SUBMISSION DATA
H1	The Employer is Ditsobotla Local Municipality
H1.2	<p>The documents associated with the calling for expressions of interest issued by the employer comprise:</p> <p>Part E1 : Submission procedures E1.1 : Bid Requirements and Invitation E1.2 : Submission data</p> <p>Part E2 : Returnable documents E2.1 : List of returnable documents E2.2 : Submission schedules</p> <p>Part E3 : Indicative scope of work E3. : Indicative scope of work</p>

CLAUSE NUMBER	DESCRIPTION
H2.1	<p>Only those respondents who satisfy the following eligibility criteria are eligible to submit expressions of interest:</p> <p>The companies who have capabilities and experience in the following areas of expertise:</p> <p>Civil and Structural Engineering</p> <ul style="list-style-type: none"> - Water - Water Treatment Plants - Sanitation / Sewer - Waste Water Treatment Plants - Roads - Stormwater - Municipal and Building Civils - Structural Buildings <p>Companies must have staff registered as Engineering Professionals with the Engineering Council of South Africa (ECSA).</p>

FUCTIONALITY
(ELIGIBILITY CRITERIA)

CLAUSE NUMBER	DESCRIPTION																								
H3.10	<p>The eligibility criteria that are to be scored and the maximum score assigned to each of such criteria are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ELIGIBILITY CRITERIA</th> <th style="text-align: center;">SUB-CRITERIA</th> <th style="text-align: center;">MAXIMUM NUMBER OF POINTS</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Approach paper which responds to the proposed scope of work / project design and outlines proposed approach / methodology and work plan complete with time frames</td> <td>Technical approach and Methodology</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Work plan</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Proposed Organization and staffing</td> <td>Assignment Organogram</td> <td style="text-align: center;">15</td> </tr> <tr> <td rowspan="3">Experience of the key staff (assigned personnel) in relation to the scope of work</td> <td>Relevant Qualifications</td> <td style="text-align: center;">10</td> </tr> <tr> <td>ECSA Registration</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Adequacy for the assignment</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Company experience with respect to specific aspects of the project / comparable projects</td> <td style="text-align: center;">-</td> <td style="text-align: center;">30</td> </tr> <tr> <td colspan="2">Maximum score for Eligibility</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>NOTE: The minimum number of evaluation points for eligibility is 70</p> <p>Bidder(s) failing to attain the minimum eligibility points will not be considered any further, and the bid(s) will be deemed as non-responsive.</p>	ELIGIBILITY CRITERIA	SUB-CRITERIA	MAXIMUM NUMBER OF POINTS	Approach paper which responds to the proposed scope of work / project design and outlines proposed approach / methodology and work plan complete with time frames	Technical approach and Methodology	15	Work plan	10	Proposed Organization and staffing	Assignment Organogram	15	Experience of the key staff (assigned personnel) in relation to the scope of work	Relevant Qualifications	10	ECSA Registration	10	Adequacy for the assignment	10	Company experience with respect to specific aspects of the project / comparable projects	-	30	Maximum score for Eligibility		100
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		ECSA Registration	10																						
		Adequacy for the assignment	10																						
	Company experience with respect to specific aspects of the project / comparable projects	-	30																						
	Maximum score for Eligibility		100																						
	<p>The evaluation criteria shall be scored by an evaluation committee in accordance with the following manner:</p> <ul style="list-style-type: none"> • Approach Paper Evaluation • Proposed Organization and Staffing • Experience of the Key Staff • Bidder's Experience <p>Scores will be allocated to each of the criteria based on the indicators contained in these schedules.</p>																								
	<p>The additional conditions of submission are:</p> <ol style="list-style-type: none"> 1. Successful Bidder(s) will be loaded on the Municipal Database system which will select companies fairly and to allow competitive price bidding for various projects in the second stage. 2. The successful Bidder on the second bidding stage will be expected to comply with all EPWP requirements as prescribed by the Department of Public Works. 																								

APPROACH PAPER / METHODOLOGY [25]

The approach paper must respond to the scope of work/project design and outline the proposed approach and work plan complete with time frames and where relevant and appropriate, propose the scope of work and/or modifications to the scope of work.

The approach paper must clearly outline how the following aspects of the project will be carried out and/or achieved:

- (i) Project Management process
- (ii) Effective Communication and involvement of all key stakeholders
- (iii) Inception
- (iv) Concept and Viability
- (v) Detailed Design Development
- (vi) Documentation and Procurement (Specifications and Bid Documents)
- (vii) Contract Administration and Inspection
- (viii) Compliance with SHEQ (Health and Safety, Environment management and Quality Control)
- (ix) Quality Assurance
- (x) Close-out
- (xi) Operations and Maintenance process

The scoring of the approach paper will be as follows:

SCORING CRITERIA	SCORE	APPROACH PAPER AND METHODOLOGY	POINTS	WORK PLAN	POINTS
Poor	7	The approach paper does not cover ALL of the aspects listed above. (1 to 3 aspects)	3	The work plan is not linked to the scope of work, it is not detailed and does not have a time frame. (1 to 4)	4
Satisfactory	15	The approach paper does not cover SOME aspects listed above. (4 to 8 aspects)	8	The work plan correlates to the scope of work but without details and clear time frames. (5 to 7)	7
Very good	25	The approach paper covers ALL aspects listed above. (All 11 aspects)	15	The work plan correlates to the scope of work with full details and clearly time frames. (8 to 10)	10

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

PROPOSED ORGANISATION AND STAFFING [10]

The Bidder should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline and the proposed technical and support staff. The roles and responsibilities of each key staff member. In the case of an association / joint venture / consortium, it should indicate how the duties and responsibilities are to be shared.

The scoring of the proposed organization and staffing will be as follows:

SCORING CRITERIA	SCORE	DESCRIPTION
Poor	5	The organizational chart does not indicate the technical level / skills and staff component and there are no tasks and responsibilities allocated to personnel / staff.
Satisfactory	10	The organizational cart clearly indicates the technical level / skills and staff component but there are no tasks and responsibilities allocated to personnel / staff.
Very good	15	The organizational chart clearly indicates the technical level / skills and staff component. All tasks and responsibilities allocated to personnel / staff are clearly defined.

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

EXPERIENCE OF KEY STAFF [30]

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- 2) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the Bidder considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques, etc.

The bidder to provide Concise Curriculum Vitae ***not more than three (3) pages long*** and certified copies of the Qualifications of the Key Personnel in order to qualify for the points prescribed below.

The CV should be structured under the following headings:

1. Personal particulars
 - Name
 - Date and place of birth
 - Institutions of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Name of current employer and position in enterprise
4. Overview of post graduate experience (year, organization and position)
5. Outline of recent assignments / experience that has a bearing on the scope of work

Note: Certification stamps must be original and not older than three (3) months as at the time of tender closure.

EXPERIENCE OF KEY STAFF [30]

The scoring of the experience of key staff will be as follows:

SCORING CRITERIA	SCORE	RELEVANT QUALIFICATIONS (GREATER WEIGHTING WILL BE GIVEN TO THE TEAM LEADER)	POINTS	ECSA REGISTRATION	POINTS	ADEQUACY FOR THE ASSIGNMENT (GREATER WEIGHTING WILL BE GIVEN TO THE TEAM LEADER)	POINTS
Poor	10	N-Diploma in Civil Engineering	5	None	0	Key staff have limited levels of Civil Engineering experience (0 - 2 years)	5
Satisfactory	20	B-Tech or BSc/BEng. Civil Engineering	7	1 Professional Registration for key personnel	7	Key staff have reasonable levels of general experience (3 - 5 years)	6
Very good	30	MTech or MSc/MEng. Or DTech / DSc/Deng. or PhD in Civil Engineering	10	2 and more Professional Registrations for key personnel	10	Key staff have outstanding levels of general experience (6 years and above)	10

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

BIDDER'S EXPERIENCE [30]

The experience of the Bidder as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.

Bidders should very briefly describe the company experience in this regard and attach it.

Copies of Appointment Letters and Reference Letters from previous Employers or Engineers on their letterheads be attached regarding previous work done. Reference letters must be stamped and be on the letter head of the employer or Engineer and not older than ten (10) years

NB!! Only the stamp of the Employer or Engineer will be accepted.

No points will be allocated for either Appointment or Reference letters without the Other.

The description should be put in tabular form with the following headings:

	EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER, WHERE AVAILABLE	DESCRIPTION OF WORK (SERVICE)	DATE COMPLETED
1.			
2.			
3.			
4.			
5.			

The scoring of the Bidder's experience will be as follows:

SCORING CRITERIA	SCORE	DESCRIPTION
Poor	5	0 – 2 similar projects
Satisfactory	15	3 – 5 similar projects
Very good	30	6 and above

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

Record of Consultancy Services provided to Organs of State

Bidders are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the Bidder identified in the signature block below was directly contracted by the Employer. Bidders must not include consultancy services provided in terms of a sub-consultancy agreement.

Where contracts were awarded in the name of a joint venture and the Bidder formed part of that joint venture, indicate in the column entitled "Title of the contract for the consultancy service" that it was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation.

Part A: All consultancy services commenced or completed to an organ of state in the last five years

	NAME OF ORGAN OF STATE, I.E. NATIONAL OR PROVINCIAL DEPARTMENT, PUBLIC ENTITY, MUNICIPALITY OR MUNICIPAL ENTITY	TITLE OF CONTRACT FOR THE CONSULTANCY SERVICE	VALUE OF CONTRACT FOR SERVICE INCL. VAT (RAND)	DATE COMPLETED (STATE CURRENT IF NOT YET COMPLETED)
1.				
2.				
3.				
4.				
5.				

Part B: Similar consultancy services provided to an organ of state

The following contracts recorded in Part A provided similar consultancy services to those required in terms of the scope of work to this tender:

	NAME OF ORGAN OF STATE, I.E. NATIONAL OR PROVINCIAL DEPARTMENT, PUBLIC ENTITY, MUNICIPALITY OR MUNICIPAL ENTITY	TITLE OF CONTRACT FOR THE CONSULTANCY SERVICE	VALUE OF CONTRACT FOR SERVICE INCL. VAT (RAND)	DATE COMPLETED (STATE CURRENT IF NOT YET COMPLETED)
1.				
2.				
3.				
4.				
5.				

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

CONDITIONS OF CONTRACT

STANDARD CONDITIONS FOR THE CALLING FOR EXPRESSIONS OF INTEREST

ANNEX H

(Normative)

Standard Conditions for the Calling for Expressions of Interest

- Note : 1. These Standard Conditions of for the Calling for Expressions of Interest are identical to that contained in Annex H of SANS 294 : 2004, Construction Procurement Processes, Procedures and Methods.
2. Annex G of SANS 294, Construction Procurement Processes, Procedures and Methods, provide guidance on referencing these Standard Conditions for the Calling for Expressions of Interest in procurement documents.

1. GENERAL

1.1. Actions

- 1.1.1. The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in H2 and H3, timeously and with integrity and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.
- 1.1.2. The employer and the respondent and all their agents and employees involved in the submission process shall avoid conflict of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Respondents shall declare any potential conflict of interest in their submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

NOTE:

1. A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2. Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
3. The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

1.2. Supporting Documents

The documents issued by the employer for the purpose of obtaining expressions of interest are

listed in the submission data.

1.3. Interpretation

1.3.1. The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

1.3.2. For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

a) conflict of interest means any situation in which:

(i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.

(ii) An individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.

(iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.

b) Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

c) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

1.4. Communication and Employer's Agent

Each communication between the employer and a respondent shall be in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a respondent.

2. RESPONDENT'S OBLIGATIONS

2.1. Eligibility

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent or any of his principals is not under any restriction to do business with the employer.

2.2. Cost of Submissions

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

2.3. Check Documents

Check the submission documents on receipt, including pages within them and notify the employer of any discrepancy or omission.

2.4. Acknowledge Addenda

Acknowledge receipt of addenda to the submission documents, which the employer may issue and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.

2.5. Clarification meeting

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

2.6. Seek clarification

Request clarification of the submission documents. If necessary, by notifying the employer at least five working days before the closing time stated in the submission data.

2.7. Making a submission

2.8. Information and data to be completed in all respects

Accept that submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

2.9. Closing time

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions for expressions of interest apply equally to the extended deadline.

3. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract shall be those as stipulated in the Prescribed Bid Document and Form of Agreement for Consulting Engineering Services as prepared by Consulting Engineers South Africa (CESA).

4. SPECIAL CONDITIONS

4.1. Definitions

(i) The Project is:

Expression of Interest for Appointment into a Panel of Consultants for Professional Engineering Services for a Period of three (3) years.

(ii) The Base Date shall be the date of signature of the accounting officer on the notification letter.

4.2. Terms of Payment

(i) The invoices for services rendered including taxes if applicable, shall be submitted on or before the 20th day of every month or in accordance with deliverables agreed upon.

(ii) Payments shall be made within thirty **(30)** days of receiving a valid invoice with relevant supporting documentation.

(iii) In the event of late payment, interest shall be charged at the overdraft interest rate of the Consultant plus two (2) percentage points per annum compounded monthly from the due date of payment i.e. date of certification plus thirty days **(30)** days.

(iv) If one or more of the invoiced items is disputed, the invoice shall be corrected excluding the disputed item(s) and the corrected invoice shall be payable in line with clauses above. The disputed items shall be payable upon finalisation of the dispute process as outlined in Clause 6 and/or Clause 7 with all fees, taxes and interests as shall be resolved by the dispute process.

4.3. Assignment of Personnel

(i) The Consultant agrees to retain qualified and accredited staff for as long as it takes to complete all the specified work within the Contract period or as extended due to delays in the construction contracts to which the services relate.

(ii) The Consultant will not be entitled to assign and charge for additional personnel, nor charge person-months in excess of those proposed for any position, without the prior approval of the client.

(iii) The Consultant shall not engage personnel for site supervision or administration functions from outside the Ngaka Modiri Molema District area unless the required skills and experience are not available in the area.

4.4. Insurance for Liability

Insurance against loss or damage to:-

- (i) Equipment and Materials purchased by the Consultant in whole or in part with funds provided under this Agreement, or equipment and materials supplied under Construction Contract, while in possession of the Consultant, to their full replacement value.
- (ii) The Consultant's property used in the performance of Services.
- (iii) All documents prepared by the Consultant in the performance of services.

4.5. Project Specific Professional Indemnity Insurance

Professional Indemnity insurance against liability in respect of the project of this magnitude is a limit of Indemnity of **R10, 000, 000.00** (Ten Million Rand) for the duration of the contract. The period of insurance shall be from the commencement date of the services to the expiry date of the policy, which the Client shall endeavour to extend to the end of the duration liability

4.6. Conflict of interest/Corruption and Fraud

The warranty given by the Consultant herein includes the conduct of the following persons:

- 4.6.1. The Consultant and its Directors, Employees, Shareholders or Partners where the conduct of such persons would render the Consultant directly and vicariously responsible; and /or
- 4.6.2. The Consultant's Joint Venture member(s) and its/their directors, employees, shareholders or partners where the conduct of such persons would render the Consultant directly and vicariously responsible;
- 4.6.3. Any agent of the Consultant, its joint venture member(s) or partners.

The Consultant warrants that it and/or any persons referred to in 5.8.1; 5.8.2 and 5.8.3 above:

- (i) have not been convicted of any charge relating to or concerning a criminal activity, corruption, bribery or fraud during the ten **(10)** year period preceding the Base Date and not having disclosed same in the Returnable Documents.
- (ii) have not committed any act in the ten **(10)** year period preceding the Base Date which result in it and /or any of the persons referred to in 5.8.1; 5.8.2 and 5.8.3 above being convicted on a charge relating to or concerning corruption, bribery or fraud.
- (iii) in relation to the Contract has not offered and/or paid (directly or indirectly) by way of a bribe, gift, gratuity commission or other thing of value, an inducement or reward to enter into or influence the conclusion of the Contract.
- (iv) will not commit any act which could result in it and/or any of the persons referred to in 5.8.1; 5.8.2 and 5.8.3 above being convicted on a charge relating to or concerning corruption, bribery or fraud.
- (v) will not offer and/or pay (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as a reward or inducement to maintain or alter the Contract and/or for doing or forbearing to do any action in relation to the Contract and /or for showing or forbearing to show favour or disfavour to any person in relation to the Contract.

5. SETTLEMENT OF DISPUTES

Should any dispute, disagreement or claim arise between the parties concerning this agreement, the Parties shall try to resolve the dispute by negotiation. This entails that the one Party invites the other writing to a meeting and attempt to resolve the dispute within seven **(7)** days from the date of the written invitation. Should the dispute not be resolve through the negotiations then the Parties shall submit the dispute to Arbitration Foundation of South Africa (AFSA) administered mediation, upon the terms set by the AFSA Secretariat. Failing such a resolution, the dispute, shall be referred to arbitration by either party.

5.1. Adjudication

Unless settled amicably any dispute or difference which arises between the Consultant and the Client out of in connection with this Contract, including any valuation or other decision of the Client, shall be referred by either party to adjudication in accordance with the attached Rules for Adjudication ('the Rules'). The adjudication shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.

6. RULES FOR ADJUDICATION

6.1. General

- (i) Any reference in the Conditions of Contract to the Rules for Adjudication shall be deemed to be a reference to these Rules.
- (ii) Definitions in the Conditions of Contract shall apply in these Rules.

6.2. Appointment of Adjudicator

- (i) The Parties shall jointly ensure the appointment of the Adjudicator. The Adjudicator shall be suitably qualified person.
- (ii) If for any reason the appointment of the Adjudicator is not agreed at the latest within four-teen **(14)** days of the reference of a dispute in accordance with these Rules, then either Party may apply, with a copy of the application to the other Party, to the Chairperson for the time being of the South African Association of Arbitrators, to appoint an adjudicator, and such appointment shall be final and conclusive.
- (iii) The Adjudicator's appointment may be terminated by mutual agreement of the Parties. The Adjudicator's appointment shall expire when the Service have been completed or when any dispute referred to the Adjudicator shall have been withdrawn or decided, whichever is the later.

6.3. Contract Duration

- 6.3.1. This contract shall be effective for period of three (3) calendar years from the date of acceptance of the evaluation report by the municipal manager.
- 6.3.2. Allocation of work, shall be limited to the Consultants shortlisted in the NMMDM panel of Consultants.
- 6.3.3. The term of the contract will terminate upon completion of the project assigned and/or end of the three calendar years, whichever comes first unless the extension of the contract period is issued.
- 6.3.4. The NMMDM is not obliged to continue with a project that was allocated to Consultant through this

tender, and a no recourse shall be instituted should the Client terminate the services without completion of the project.

6.3.5. Only projects that are on the Contract Administration Phase shall be automatically extended and the contract shall terminate upon completion of the Close-Out Phase at which stage all final accounts would have been honoured and the defects liability period of the construction works would have ended.

6.4. Terms of Appointment

- (i) The Adjudicator is to be, and is to remain throughout his appointment, impartial and independent of the Parties and shall and shall immediately disclose in writing to the Parties anything of which he becomes aware which could affect his impartiality or independence.
- (ii) The Adjudicator shall not give advice to the Parties or their representatives concerning the conduct of the Services other than in accordance with these Rules.
- (iii) The Adjudicator shall not be called as a witness by the Parties to give evidence concerning any dispute in connection with, or arising out of, the Agreement.
- (iv) The Adjudicator shall treat the details of the Agreement and all activities and hearings of the Adjudicator as confidential and shall not disclose the same without the prior written consent of the Parties. The Adjudicator shall not without the consent of the Parties, assign or delegate any of his work under these Rules or engaged legal or technical assistance.
- (v) The Adjudicator may resign by giving twenty-eight **(28)** days' notice to the Parties, In the event of resignation. Death or incapacity, termination or a failure or refusal to perform the duties of Adjudication under these Rules, The Parties shall agree upon replacement Adjudication within four-teen **(14)** days.
- (vi) The adjudicator shall in no circumstances be liable for any claims for anything done or omitted in the discharge of the Adjudicator's duties unless the act or omission is shown to have been in bad faith.
- (vii) If the Adjudicator shall knowingly breach any of the provisions of clause 7.3 (vi) or act in bad faith, he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Parties for any fees and expenses properly paid to him if, as a consequence of such breach any proceedings or decisions of the Adjudicator are rendered void or ineffective.

6.5. Payment

- (i) The Adjudicator shall be paid the fees and expenses set out in the Adjudicator's Agreement.
- (ii) The retainer fee, if applicable, shall be paid in full for:
 - a) being available, on **28** days' notice, for all hearing and Site Visits;
 - b) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties;
 - c) all services performed hereunder.
- (iii) The daily fee shall be payable for each working day preparing for or attending Site Visits or hearings preparing decisions including any associated traveling time.
- (iv) The retainer and daily fees shall remain fixed for the period to tenure of the Adjudicator.
- (v) All payment to the Adjudicator shall be made by the Consultant who will be entitled to be reimbursed half by the Client. The Consultant shall pay invoices addressed to him within thirty (**30**) days of receipt. The Consultant shall honour all valid invoices owing to the Adjudicator unless the matter being disputed involves unhonoured payments of the Consultant by the Client. The Adjudicator's invoice for any monthly retainer shall be submitted quarterly in advance and invoices for daily fees and expenses shall be submitted following the conclusion of a Site Visit or hearing. All invoices shall contain a brief description of the activities performed during the relevant period, The Adjudicator may suspend work if any invoice remains unpaid at the expiry of the period for payment, provided that seven (**7**) days prior notice has been given to both Parties.
- (vi) If the Consultant fails to pay an invoice addressed to it, the Client shall be entitled to pay the sum due to the Adjudicator and to recover the sum paid from the Consultant.

6.6. Procedure for Obtaining Adjudicator's Decision

- (i) A dispute between the Parties may be referred in writing by either Party to the Adjudicator for his decision, with a copy to the other Party. If the Adjudicator has not been agreed or appointed, the dispute shall be referred in writing to the other Party, together with a proposal for the appointment of an Adjudicator. A reference shall identify the dispute and refer to these Rules.
- (ii) The Adjudication may decide to visit the Site. The Adjudicator may decide to conduct a hearing in which event he shall decide on the date, place and duration for the hearing, The Adjudicator may request that written statements from the Parties be presented to him prior to, at or after the hearing. The Parties shall promptly provide the Adjudicator with sufficient copies of any documentation and information relevant to the Agreement that he may request.
- (iii) The Adjudicator shall act as an impartial expert, not as an arbitrator, and shall have full authority to conduct any hearing as he thinks fit, not being bound by any rules or procedures other than those set out herein. Without limiting the foregoing, the Adjudicator shall have power to:
 - a) Decide upon the Adjudicator's own jurisdiction, and as to the scope of any dispute referred to him;
 - b) Make sure of his own specialist knowledge, if any;
 - c) Adopt an inquisitorial procedure;
 - d) Decide upon the payment of interest in accordance with the Contract,
 - e) Open up review and revise any opinion, instruction, determination, certificate or valuation, related to the dispute;
 - f) Refuse admission to hearings to any persons other than the Client, the Consultant and their respective representatives, and to proceed in the absence of any Party who the Adjudicator is satisfied received notice of the hearing.
- (iv) All communications between either of the Parties and The Adjudicator and all hearing shall be in the language of the Agreement. All such communications shall be copied to the other Party.
- (v) No later than the fifty-sixth **(56)** day after the day on which the Adjudicator received a reference or, if later, the day on which the Adjudicator's Agreement came into effect, the Adjudicator shall give written notice of his decision to the Parties. Such decision shall include reasons and state that it is given under these Rules.

6.7. Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the adjudication or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.

6.8. Arbitration

A dispute, which has been the subject of a notice of dissatisfaction, shall be finally settled by a single arbitrator under the Rules specified in the Particular Conditions. In the absence of agreement, the arbitrator shall be designated by the Arbitration Foundation of South Africa (AFSA).

6.9. Termination of Contract

The Contract may be Suspended or Terminated by either the Client or the Consultant upon adhering to the following procedures:

6.9.1. Termination by Client

The Client may suspend or terminate the Agreement by notice to the Consulting Engineering:

- (i) Giving at least thirty **(30)** days' notice to the Consulting Engineer who shall immediately make arrangements to stop the services and minimize expenditure.
- (ii) If the Client considers that the Consulting Engineer is without good reasons not discharge his duties with due diligence.
- (iii) If satisfactory reply is not received within fifteen **(15)** days after the receiving of Clients letter, the Client can by a further notice terminate the Agreement provided that such further notice is given within the days of the Clients initial notice.
- (iv) Is not executing the works in accordance with the Contract, or is neglecting to carry out his obligations under the contractor.
- (v) Has assigned the Contract OR any part thereof without the Client consent in writing, or.
- (vi) The Consulting Engineer furnished inaccurate information in the Schedules forming part of this Contract.

6.9.2. Termination by Consulting Engineers

- (i) The Consulting Engineer may by notice of at least thirty **(30)** days terminate the agreement, or at his discretion and without any prejudice to the right to terminate the Contract.
- (ii) If the Client is in material breach of a term of the agreement and fails to rectify the breach within fourteen **(14)** days of the written notice requiring him to so.

7. GOVERNING LAW

The law of the Republic of South Africa shall be applicable.

8. TRAINING STRATEGY

Ngaka Modiri Molema District Municipality is committed to the training of Graduates, Students and Emerging Contractors. The successful Bidders will be expected to be fully committed to these skills development initiatives by availing a contingency allowance for such training as and when instructed by the Client. Premised on the above, it is thus a requirement for this tender that the Project Team Leader will be a Professional Engineer (PrEng.) or Professional Engineering Technologist (PrTechEng.) registered with ECSA.

8.1. Students and Graduates Training

It will be expected from a successful bidder to submit a structured training programme that will entail training of University, University of Technology and College Graduates towards their Professional Registrations with ECSA and SACPCMP.

The successful Bidder will be required to agree to a "No Poaching" protocol of the Graduates and Students respectively.

8.2. Emerging Contractor Development

Emerging Contractor Development Programme managed by the Ngaka Modiri Molema District Municipality will also be incorporated into the project during the construction stage. This training will be provided based on Expanded Public Works Programme initiatives which stipulates that work must be done through the use of labour-intensive methods.

9. PERFORMANCE

Ngaka Modiri Molema District Municipality will evaluate performance of the successful bidder on a quarterly basis in a form of a scorecard covering the efficient and effective execution of the projects aspects in line with Project Management Knowledge Areas and Processes as follows:

- Project Integration Management
- Project Scope Management
- Project Schedule Management
- Project Cost Management
- Project Quality Management
- Project Resource Management
- Project Communication Management
- Project Risk Management
- Project Procurement Management

Other aspects will include labour intensive designs and construction methods, provision for accredited training for both labourers and subcontractors, training towards professional registration for students within the municipality employ and Consultancy firm.