



PORT ST JOHNS LOCAL MUNICIPALITY

PSJLM-ENG-2020/21-43

APPOINTMENT OF PANEL OF CONSULTANTS FOR ENGINEERING PROJECTS FOR A PERIOD OF THREE (3) YEARS

Issued by:

Port St Johns Local Municipality

P O Box 2
Port St Johns
5120

Contact:

Technical Enquiries

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SCM Enquiries

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April 2021

Tenderer:.....



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C3 Scope of Work

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Tender Notice and Invitation to Tender

Bid Numbers	Project Names	Place & Closing Time	Bid Closing Dates
PSJLM-ENG-2020/21 - 43	Appointment of Panel of Consultants for Engineering Services for a period of Three years.	Port St. Johns Municipal Offices Closing @11H00	18 – 05 – 2021

Bid Documents containing details and requirements of these projects will be available from **15 April 2021** at Port St. Johns Municipal **Finance offices**, upon payment of a **non-refundable fee of R389.95** per document (either in cash or by means of EFT made payable to Port St Johns Municipality). Municipal banking details are obtainable at Revenue Office. **Tender Documents can also be downloaded on eTenders website www.etenders.gov.za**

Completed proposal and supporting documentation must be placed in a **sealed envelope** clearly marked on the outside of the envelope with bid details of project it is meant for, e.g: **PSJLM – ENG -2020/21 – 43, Appointment of Panel of Consultants for Engineering Services for a period of Three years.**

The envelope must be dropped in the marked bid box placed at the Reception Area - Port St. Johns Municipal offices, Erf 257 Main Street, not later than **11:00 AM on the date as mentioned above**. All the received bids will be opened in public at the same time and date.

All SCM related enquiries shall be directed to N. Baleni within normal office hours at **(047) 564 1207/8** or nbaleni83@gmail.com, Enquiries regarding the Terms of Reference shall be directed to Mr Kwape on 082 798 5785 or thabokwape@yahoo.com

Price & Preferential Policy

Price	: 80 Points
B-BBEE Status Level of Contribution*	: 20 Points (Ref: Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations)
TOTAL	: 100 Points

BIDDERS MUST SUBMIT THE FOLLOWING:

- Service Providers must be registered on CSD and submit a detailed CSD report.
- Valid Rates clearance statement which is not older than 90 days obtained from your respective Municipality or a signed lease agreement by both parties. If exempted please attach exemption letter from your respective Municipality's revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not later than 90 days.
- Compliance Tax Pin for verification on SARS
- A certified copy of B-BBEE certificate and for joint ventures B-BBEE must be combined and certified, B-BBEE certificate must be SANAS approved or a signed sworn affidavit with original stamp from Commission of Oath.
- Any other information to support the project must be provided
- All other information is contained on the Tender Document
- In the case of a Joint Venture, a detailed Joint Venture Agreement must be submitted indicating the level of involvement and responsibilities of each Joint Venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
- Failure to comply /complete the tender document and all the supplementary information will result in bidder being deemed non-responsive.
- For JV Bidders must attach a combined valid SANAS approved B-BBEE certificate.
- Late, telegraphic, facsimile, incomplete or unsigned Bids will not be considered.

- Bidders will be assessed on Functionality in accordance with the Municipality Supply Chain Management Policy and in terms of Preferential Policy Framework Act, 2000 (Act No.5 of 2000) as explained above.
- Proposals are to hold good for a period of 90 days (validity of bid) from the date of bids closing.
- If communication is not received from Port St Johns Municipality within 90 days of the bid consider your Bid as non-responsive.

Port St. Johns Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of the bid or cancel the Bid.

ISSUED BY:

MR H.T HLAZO
MUNICIPAL MANAGER

DATE

T1.2 Tender Data

The conditions of tender are the latest edition of the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as published in the Government Gazette (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause number	Tender Data
F.1.1	The Employer is the Port St Johns Municipality
F.1.2	The Tender Documents issued by the Employer comprise the documents listed on the contents page.
F.1.4	<p>The employer's agent is :</p> <p>Mr T Kwape</p> <p>Tel No. 047 564 1207/8 or 047 564 6747</p> <p>Mail; thabokwape@yahoo.com</p>
F.2.1	<p>Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive if):</p> <p>1. The tendering Service Provider in framework agreement for professional services is made up of:</p> <p>Professional practices each providing civil engineering professional services (roads) as mentioned hereof and which each is owned and controlled by ECSA registered professionals of the specified profession, by at least a percentage determined by the relevant Council in its Code of Professional Conduct in terms of number, shareholding and voting power who are registered in terms of the applicable;</p> <p style="padding-left: 40px;">Engineering Profession Act, 2000 (Act no 46 of 2000)</p> <p>whichever one is applicable, and who will hereafter be referred to as registered principals of the practices and/or a multidisciplinary professional practice or practices, that also provide some of the professional services in civil engineering profession, of which each professional division/section in the practice or practices is under the fulltime supervision of a registered professional in that specific profession and which each is owned and controlled by registered professionals of that specific profession, by at least a percentage determined by the relevant Council in its Code of Professional Conduct in terms of number, shareholding and voting power, registered in terms of the</p> <p style="padding-left: 40px;">Engineering Profession Act, 2000 (Act no 46 of 2000),</p> <p>And who will hereafter be referred to as registered principals.</p> <p>Where applicable and or, in the event of any legal entity, as meant above, being a listed public Company on the stock exchange, the percentages related to ownership and control referred to are to be made relevant to persons duly appointed as Directors of such entity.</p> <p>2. The primary business of the tendering entity is to provide independent technology-based intellectual services to clients.</p> <p>3. The tenderer:</p> <p style="padding-left: 20px;">a) Is not an unincorporated joint venture; and</p> <p style="padding-left: 20px;">b) Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act,</p>

	<p>1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to continue to function in the event of a death or withdrawal of one of the partners;</p> <p>4. The tenderer has as a full time employee a suitably qualified civil engineer who will either provide the service or who will direct the services which are to be provided, and who is registered either as a Professional Engineer or a Professional Engineering Technologist in terms of the Engineering Profession Act.</p> <p>5. The tenderer is able to provide suitable financial statements for the preceding financial year within 12 months of the financial year end.</p> <p>6. The tenderer has a turnover over during its preceding financial year which is not less than R 1,5 million and must be stated on the financial statements.</p> <p>7. The tenderer can provide at least three contactable client references for the provision of civil engineering services relating to the design and construction supervision of projects.</p> <p>8. The tendering entity has professional indemnity insurance cover issued by a reputable insurer in an amount of not less than R3,0 million in respect of a claim without limit to the number of claims.</p> <p>Additional; A Tenderer will not be eligible to submit a tender if:</p> <p>The Tenderer cannot demonstrate that he/she possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;</p> <p>The Tenderer cannot provide proof that he/she is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.</p> <p>The Tenderer does not have the legal capacity to enter into the contract;</p> <p>The service provider submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;</p>
F.2.12	No alternative tender offers will be considered
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original.
F.2.13.5 F.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Port St Johns Municipality Reception Area Town Hall</p> <p>Physical address: 257 Main Street Town Hall Port St Johns 5120</p> <p>Identification details: Tender no, Title of Tender and the closing date and time for tenders</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 days.
F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) A valid Tax compliance status document reflecting a pin for the employer to verify that tenderer is in good standing; 2) a copy of the tenderer's professional indemnity insurance; and as per value stated 3) a copy of Engineering Council of South Africa registration certificates for the Principal Consultant (key person(s)) 4) Registration

F.3.1.1	The Employer will respond to requests for clarification received up to five working days before the tender closing time.
F.3.4	Tenders will be opened immediately after the closing time for tenders.
F.3.11.1	The financial offer will be reduced to a comparative offer using the Tender Assessment Schedule.

F.3.11.9

The quality criteria and maximum score in respect of each of the criteria are as follows:

Compliance with bid rules and other requirements

Quality and functionality

Only bidders who score 70 points or more will be evaluated further and therefore eligible for award

ITEM	Weight
EVALUATION – FUNCTIONALITY / QUALITY	
Functionality	100
<ul style="list-style-type: none"> Company Experience with respect to civil engineering projects 	50
<ul style="list-style-type: none"> Experience of key staff assigned to the contract 	30
<ul style="list-style-type: none"> Accreditation /Competency: Company Valid Registration with CESA 	20
EVALUATION – PRICE & BBB-EE	
Preferential Points	
<ul style="list-style-type: none"> Price` 	80
<ul style="list-style-type: none"> BBB-EE 	20
TOTAL	100

NB: Financial Officers will be requested as RFQ'S to the appointed Consultants and will be submitted to the tender box as when requested.

NB: All prices will be evaluated and adjudicated by bid committees to adhere to PPPFA regulation and BBBEE regulation, bidder that has scored highest points will be awarded.

The quality criteria and maximum score in respect of each of the criteria are as follows:

Company Experience with respect to similar projects

A maximum of 50 points may be awarded for the proven extent of the tenderer's functionality in carrying out work of similar nature. In order for a tenderer to be considered, the tenderer must be able to demonstrate the successful completion of similar Civil Engineering Projects- (Access Roads and Bridges) in the past five years.

The points will be allocated for successful completion of Civil Engineering projects (Access Roads and Bridges) as follows:

Civil Engineering Projects- BRIDGES	Max. Points
Completed at least 10 access surfaced roads projects of at least R 500 000.00 and Attach Signed Appointment Letters and Recommendation Letters signed by the Client, with project Amount, Bid Number and Description of Project.	50
Completed at least 5 - 9 surfaced roads projects of at least R 500 000.00 and Attach Signed Appointment Letters and Recommendation Letters signed by the Client, with project Amount, Bid Number and Description of Project.	30
Completed at least 1 – 4 surfaced roads projects of at least R 500 000.00 and Attach Signed Appointment Letters and Recommendation Letters signed by the Client, with project Amount, Bid Number and Description of Project.	20
No experience in surfaced roads projects, no project completed	0
TOTAL	50

Tender

Part T1: Tendering procedures

Tender Data

Experience of key staff assigned to the contract

A maximum of **30** points may be awarded for the available expertise and resources with experience. The points will be allocated as follows:

Experience (<i>CV's and certified copies of certificates within 3 months stamp must be attached</i>)	Max. Points
Professional Civil Engineer must have between 10 – 15 years' experience Engineering works, works, must have Degree or B-Tech in Civil Engineering and be registered as Professional Technologist. (ECSA)	20
Registered Resident Engineer must have between 05 – 10 years' experience in Civil Engineering works, works, must have Degree or B-Tech in Civil Engineering and must be registered as Professional Engineering or Technologist (ECSA)	07
Health and Safety Officer must have between 05 – 10 years' experience in a role as Safety Officer must have Certificate in OHS (Attach SAMTRAC or Equivalent qualification)	03
NB: ATTACH CV, ECSA REGISTRATION AND QUALIFICATIONS REFERENCE DETAILS TO ALL	
TOTAL	30

Accreditation / Competency: Company Valid Registration with Consulting Engineers of South Africa (CESA)

A maximum of **10** points may be awarded for the proven of Registered Company/ Firms with CESA. Points will be allocated based on the information provided in the following format:

Accreditation / Competency: Company Valid Registration with Consulting Engineers of South Africa (CESA)	Max. Points
Attach certified copy within 3 months stamp proof Company Registration with CESA	20
TOTAL	20

	<p>Approach Paper / Methodology</p> <p>No points will be allocated for the methodology points it is advised that a methodology be submitted that meets the quality stated below</p> <table border="1" data-bbox="288 367 1457 1039"> <tr> <th data-bbox="288 367 1273 461">Approach Paper / Methodology</th> <th data-bbox="1273 367 1457 461"></th> </tr> <tr> <td data-bbox="288 461 1273 981"> <p>Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs / outcomes</p> <p>The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.</p> <p>The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is generic.</p> <p>The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</p> <p>Tenderer has submitted insufficient information to score the schedule</p> </td> <td data-bbox="1273 461 1457 981"></td> </tr> <tr> <td data-bbox="288 981 1273 1039">TOTAL</td> <td data-bbox="1273 981 1457 1039"></td> </tr> </table>	Approach Paper / Methodology		<p>Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs / outcomes</p> <p>The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.</p> <p>The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is generic.</p> <p>The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</p> <p>Tenderer has submitted insufficient information to score the schedule</p>		TOTAL	
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TOTAL							
F.3.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) A valid tax compliance status document reflecting the pin for the employer to verify tax status on SARS website b) the tenderer or any of its principals is not listed on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 or on National Treasury’s Database of Restricted Suppliers (see www.treasury.gov.za) c) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process; and attach <p>Valid Rates clearance statement, which is not older than 90 days, obtained from your respective municipality of a signed lease agreement by both parties. If exempted please attached exemption letter from your prospective municipality’s revenue office as proof that the bidder as per the municipality’s valuation role does not own any property which is not older than 90 days</p>						
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.						

Bidders must take note of the following bid conditions:

1. Attach Compliant Pin to be verified on ASRS website.
2. Failure to submit comprehensive JV agreement (where applicable) will result in a tender deemed non-responsive.
3. Failure to completely fill in the tender forms e.g. Form of Offer, declaration of interest will result in a tender deemed non-responsive.
4. An approved formal surety/guarantee will be required.
5. Failure to submit and complete or supplementary information will result in the tender being null, void and non-responsive.
6. Failure to submit a certified copy of SANAS approved BBBEE Certificate OR a signed sworn affidavit with original stamp from Commission of Oath, will result in a bidder losing points allocated for BBBEE.
7. Valid Rates clearance statement which is not older than 90 days obtained from your respective Municipality or attach signed lease agreement by both parties. If exempted please attach letter of exemption from your respective Municipality's revenue office as proof that the bidder as per the Municipality's valuation roll does not own any property which is not later than 90 days.
8. The Port St Johns Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.
9. All alterations in prices/quotes must be signed for and failure to sign will result in tender deemed non-responsive.

Bidders must further note that:

1. Bidders not registered on Central Supplier Database will not be considered.
2. The Council reserves the right to disqualify any service provider whose members and or shareholders owe the municipal rates & taxes
3. Misrepresentation of address of the business with the aim of earning points may lead to disqualification
4. Non-disclosure by service providers who are in the employ of the state may lead to disqualification
5. Bids submitted will hold good for a period of **90** days and if your company has not heard within this period take that your company was unsuccessful.

T.2.1 List of returnable documents

1 Documentation to demonstrate eligibility to have tenders evaluated (see F2.1)

- Practice declaration

Note: Failure to complete this documents will result in the tender not being eligible to be evaluated

2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Preferencing Schedule: Broad Based Black Economic Empowerment Status, if preference claimed
- Practice Declaration
- Evaluation schedule 1: Principal Consultant (Key person)
- Evaluation Schedule 2: Value added by Tenderer
- Evaluation schedule 3: Approach paper

The Tenderer's attention is drawn to the eligibility criteria which require the tenderer to provide the required evidence in their tender submissions in order to be eligible to have their tenders evaluated. Tenderers who fail to provide the required documentation will not have their tenders evaluated.

3 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Compliance Pin for verification on SARS website and Tax Reference numbers
- a copy of the entity's professional indemnity insurance certificate
- a copy of Engineering Council of South Africa registration certificate for the Principal Consultant (key person)
- suitable financial statements for the preceding financial year within 12 months of the financial year end which are in accordance with legislative requirements
- proof of membership of Consulting Engineers South Africa, if applicable
- a statement of municipal account which is not older than three months

4 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

None

5 Other documents that will be incorporated into the contract

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

C2.2 Staff rates

C2.3 Adjustment factor

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to tender staff rates. Failure to tender the staff rates will render the tender non-responsive. Failure to tender the staff rates in the prescribed manner may compromise the competitiveness of the tenderer.

Failure to sign the form of offer and acceptance will render the tender "non-responsive".

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Name of contract person for the purpose of this tender:

Email: **Postal address:**

Telephone

Fax **Physical address:**

.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any: not applicable

Section 4: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director or voting members of a company established in terms of the Companies Act, 2008 (Act 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984), who jointly and severally with his other partners, co-directors or co-members, as the case may be, bears the risk of business and takes responsibility for the management and liabilities of the partnership, company, or close corporation

Full name of principal	Identity number	Personal income tax reference number	State employee number / Persal number

Attach separate page if necessary

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

- Yes
- No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment;
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- vii) the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Name

Date

Position

Enterprise name

NOTE: 1 The CIDB Standard Conditions of Tender prohibits anticompetitive practices (clause F1.1.1) and requires that tenderers avoid conflicts of interest (clause F.1.1.2), only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (F2.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause F.13.1). Clause F.3.7 also empowers the Employer to disqualify any tenderer who engage in fraudulent and corrupt practice. Clause F1.1.1 also requires tenderers to comply with all legal obligations.

NOTE: 2 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act (Act No. 12 of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 3 The Competitions Act (Act 89 of 1998) prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. It also prohibits restrictive vertical practices

Attendance of compulsory clarification meeting not applicable for this bid tender

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity, confirms that the following full time employee attended the compulsory site clarification meeting and signed the attendance register:

Name:

Identity number:

Telephone no:

Job description:

Signed

Date

Name

Position

Tenderer

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act, 2003 (Act 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any relevant code of good practice issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice (see Government Gazette No 29617 of 9 February 2007) and various sector codes including the Construction Sector Code (see Government Gazette No 32305 of 5 June 2009) which applies to entities which conducts construction related activities provided that the majority of that entity's turnover is as a result of construction activities.

The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The thresholds relating to Micro Exempt and Small Qualifying Enterprises have been adjusted in the Construction and Tourism Sector Codes.

The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

2.1.1 Sufficient evidence of qualification as an Exempted Micro-Enterprise or qualification as a Level 3 contributor is an auditor's certificate or similar certificate issued by an accounting officer in respect of the entity's last financial year or a 12 month period which overlaps with its current financial year or a certificate issued by a verification agency and which is valid as at the closing date for submissions.

2.1.2 Sufficient evidence of qualification for a higher B-BBEE status in terms of the small qualifying scorecard shall be as stated in 2.2.

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is a certificate issued by a verification agency or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) in terms of National Treasury's Implementation Guide: preferential procurement policy framework act, 2000: preferential procurement regulations, 2017

3 Tender preferences claimed

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

Tenders to be evaluated on functionality

- (1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify
 - (a) the evaluation criteria for measuring functionality;
 - (b) the points for each criteria and, if any, each sub-criterion; and
 - (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further;
 - (a) must be determined separately for each tender; and
 - (b) may not be so
 - (i) low that it may jeopardise the quality of the required goods or services; or
 - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is

not an acceptable tender.

(7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

$$Ps = 80(1 - ((Pt - Pmin) / Pmin))$$

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

(2) The following table must be used to calculate the score out of 20 for BBEE:

The scoring shall be as follows:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but

(a) may only score points out of 80 for price; and

(b) scores 0 points out of 20 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation

(9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may

(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

4 Declaration

The tenderer declares that

- a) the tendering entity is a Level contributor as at the closing date for tenders
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - Generic code of good practice
 - Forest Sector Code
 - Integrated Transport Sector Codes
 - Tourism Sector Code
 - Construction Sector Code
 - Chartered Accountancy Sector Code
 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness signature of witness

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
 - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

Practice Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that:

1) The tenderer is not an unincorporated joint venture and is (tick appropriate box):

- a close corporation – ck no
- a company – company no
- a partnership

(Attach Proof of company registration in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or partnership agreement as applicable)

2) The primary business of the tendering entity is to provide technology based intellectual services to clients

3) The tenderer has in their full time employ the following Principal Consultant (or key person whose name is stated as such in Part 2 of the Contract Data) i.e. the person who will provide the service or under whose direction the service is to be provided (see scope of work):

Name:

Identity number or passport number

Type of professional registration: professional engineer / professional engineering technologist (**delete** registration type that does not apply)

Professional registration number:

(Attach copy of the ECSA registration certificate)

4) The tenderer (tick one box):

- is a member firm of Consulting Engineers South Africa;
(Attach a copy of the firm's membership certificate with Consulting Engineers South Africa)
- has at least 50% of its directors, members or partners, as relevant, who are professionally registered as Professional Engineers or Professional Engineering Technologists
(Complete the following tabulation providing the names of **all** directors, members or partners and their registration particulars and ECSA Registration Certificates if any)

Name	Identity number	Professional registration type and number e.g. PrEng no:

- 5) The tenderer confirms that professional indemnity cover is in place in an amount of not less than R5,0 million without a limit to the number of claims
(**Attach** a copy of the professional indemnity professional cover)
- 6) The tenderer confirms that the tenderer's turnover over the preceding financial year is not less than R1,5 million.
(**Attach** suitable financial statements for the preceding financial year within 12 months of the year end)
- 7) The tenderer can provide at least three contactable client references for the provision of civil engineering services relating to the design of access roads which generated a fee income of at least R0,2 m including VAT and which has been satisfactorily completed during the last five years are as follows:

Project description (identity name of project and briefly describe the civil engineering works)	Completion date	Civil engineering fees generated for tenderer from project (Rand, including VAT)	Contactable client references
			Name of organization Name of contact person Tel no(s) of contact person
			Name of organization Name of contact person Tel no(s) of contact person

Project description (identity name of project and briefly describe the civil engineering works)	Completion date	Civil engineering fees generated for tenderer from project (Rand, including VAT)	Contactable client references
			Name of organization Name of contact person Tel no(s) of contact person
			Name of organization Name of contact person Tel no(s) of contact person

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

Evaluation Schedule1 : Experience of Principal Consultant

The experience of the Principal Consultant (Key personnel whose name is stated as such in Part 2 of the Contract Data) will be evaluated i.e. the person who will provide the services or under whose direction the services is to be provided (see scope of work).

This will be undertaken in relation to:

2) Experience in relation to the required services

- previous or current work related to the required service
- local knowledge
- expertise and experience in contributing to sustainable development
- experience in the design and implementation of access roads
- depth of in-house experience apart from that residing in the Principal Consultant
- local and international access to information / knowledge relating to the required and related services
- Registration with CESA

The tenderer must briefly outline the value add offered in not more than four pages and attach this to this page. The tenderer should also state what value add other staff members will provide to the service.

The scoring will be as follows:

Rating / score	General experience and qualifications in relation to the service	Adequacy for the service
0	Tenderer has submitted no information or inadequate information to determine scoring level or does not have an appropriate professional profile or experience..	
Poor (score 40)	Principal Consultant has a limited professional profile	Principal Consultant has limited levels of experience in the required service
Satisfactory (score 70)	Principal Consultant has reasonable professional profile	Principal Consultant has reasonable levels of experience in the required service
Good (score 90)	Principal Consultant has an extensive professional profile	Principal Consultant has extensive levels of project specific experience in the required service
Very good (score 100)	Principal Consultant has outstanding professional profile	Principal Consultant has outstanding levels of project specific experience in the required service

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity, 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

Tenderer

Evaluation Schedule 2: Expertise (Qualifications & Professional Registration: ECSA)

The value added by the tenderer in delivering the service will be evaluated i.e. the answer to the question as to why the Employer will derive better value for money by contracting with the tenderer rather than with any other tenderer.

Examples of value add include:

- Professional profile: general experience (total duration of professional activity), level of education and training and positions held which have a bearing on the required service.

A CV of the Principal Consultant of **not** more than 4 pages must be attached to this schedule. Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) 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 / responsibilities)
- 5 Outline of assignments / experience that has a bearing on the required services giving dates, nature and scope of that has been undertaken including the level of responsibility
- 6 Professional activities which have a bearing on the service

Certificates / suitable proof of membership must be attached to this schedule

- previous or current work related to the required service
- local knowledge
- expertise and experience in contributing to sustainable development
- expertise in the design and implementation of access roads
- depth of in-house expertise apart from that residing in the Principal Consultant
- local and international access to information / knowledge relating to the required and related services
- Professional registration with ECSA
- Professional affiliations (SAICE, SACPMMP etc.)
- LIC NQF Level 7 and Level 5
- Contract Management knowledge (NEC 3, GCC 2015 etc.)

The tenderer must briefly outline the value add offered in not more than four pages and attach this to this page. The tenderer should also state what value add other staff members will provide to the service.

The scoring of the tenderer's value added will be as follows:

0	Tenderer has submitted no information or inadequate information to determine scoring level.
Poor (score 40)	Tenderer offers limited value add to the required service
Satisfactory (score 70)	Tenderer offers attractive value add to the required service
Good (score 90)	Tenderer offers very desirable value add to the required service
Very good (score 100)	Tender submitted presentable CVs, certified copies of qualification, certified copy of Pr certificates , proof of affiliations reg; numbers etc

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

Tenderer

Evaluation Schedule 3: Methodology

The approach paper must outline the tenderer’s proposed design methodology and approach to provide the services that may be required.

The approach paper should in broad terms respond to the items listed below. It is worth noting that there are no points to be score for methodology, however it is worth submitting the methodology to demonstrate the capability of the tenderer for executing the proposed projects.

- explain the methodologies which are to be adopted;
- demonstrate the compatibility of those methodologies with the proposed approach;
- articulate what value add the tenderer will provide in achieving the stated and implied objectives for the service with particular reference to the primary and secondary objectives;
- Indicate what expertise is available to the tenderer to achieve such integration.
- Scope management
- Quality management
- Risk management
- Time management
- Communication management
- Technical report writing
- Programme from planning stage to the submission of detailed design report and drawings

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 5 pages.

The scoring of the approach paper will be as follows:

Technical approach and methodology	
Score 0	Tenderer has submitted insufficient information to score the schedule
Poor	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The approach lacks strategic thinking / expertise and does not deal with the critical aspects of integration.
Satisfactory	The approach, although likely to satisfy objectives is generic and not tailored to address the specific project.. The approach does not adequately deal with the critical characteristics of the project and its objectives.
Good	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution.
Very good	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of projected outputs

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 Name Tenderer	Date Position
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Evaluation Schedule 4: Locality & Value Add

The value added by the tenderer in delivering the service will be evaluated i.e. the answer to the question as to why the Employer will derive better value for money by contracting with the tenderer rather than with any other tenderer.

Examples of value add include:

- internal quality control systems
- local knowledge
- office in the vicinity where the works are required
- local and international access to information / knowledge relating to the required and related services
- access to internet or library access to specialist literature or internal libraries and facilities
- software packages, proprietary products, etc

The tenderer must briefly outline the value add offered in not more than four pages and attach this to this page. The tenderer should also state what value add other staff members will provide to the service.

The scoring of the tenderer's value added will be as follows:

0	Tenderer has submitted no information or inadequate information to determine scoring level.
Poor (score 40)	Tenderer offers limited value add to the required service
Satisfactory (score 70)	Tenderer offers attractive value add to the required service
Good (score 90)	Tenderer offers very desirable value add to the required service
Very good (score 100)	Tenderer offers exceptional value add to the service required.

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

Tenderer

Tender Assessment Schedule (NEC3 PSC)

This schedule is for information only and does not need to be completed. The evaluators will apply this schedule to arrive at a comparative offer in the evaluation of tenders

WARNING: Tenderers who tender different pricing parameters (i.e. alternative offers) may compromise their competitive position e.g. by tendering Rands per hour where a rate in cents per hour / R100 of total annual cost of employment is required.

The parameters tendered in the Contract Data by the *Consultant* are to be reduced to a common base for comparative purposes as follows:

1) Average time charge / hour for tender comparative purposes only

$$= f_1 \times A + f_2 \times B \times TAC / 100 / 100$$

where:

- f_1 is a weighting factors with a value of 0,5
- f_2 is a weighting factor with a value of 0,5
- A is the tendered Rate / hour for key consultant or director, member or partner tendered in C2.2 Staff rates
- B is the tendered cents per hour / R100 of total annual cost of employment for professional and technical staff tendered in C2.2 Staff rates
- TAC is the average total annual cost of employment with a value of R 400 000 which is assumed only for comparative purposes

$$= 0,5 \times A + 0,5 \times B \times 400\,000 / 100 / 100$$

$$= 0,5 \times \dots + 0,5 \times \dots \times 400\,000 / 100 / 100$$

$$= .R \dots / .hour \text{ ①}$$

Assuming that 1 000 hours of work are based on Time Charges, the cost of such work will be:

$$= 1\,000 \times \text{①}$$

$$= 1\,000 \times \dots$$

$$= \dots \text{ ②}$$

2) Time charge on a monthly basis:

$$= C \times TAC / 12 \times n$$

Where C is the tendered factor for professional and technical staff tendered in C2.2 Staff rates
 TAC is the average total annual cost of employment with a value of R 400 000 which is assumed only for comparative purposes
 n is the number of months

Assuming that 12 months of work are based on Time Charges on a monthly basis, the cost of such work will be:

$$= \dots \times 400\,000 / 12 \times 12$$

$$= \dots \text{ ③}$$

3) Fee based on the cost of construction in accordance with Z4 in Part 1 of the Contract Data

$$\text{Fee percentage} = \text{BFP} \times \text{F}_{\text{LE}} \times \text{F}_{\text{PO}} \times \text{F}_{\text{CON}}$$

where BFP = basic percentage fee derived from the King Sabata Dalindyebo Framework for the Determination of Professional Fees for Consulting Services

F_{LE} = adjustment factor that reflects the level of effort that is required as determined in accordance with the provisions of the King Sabata Dalindyebo Framework for the Determination of Professional Fees for Consulting Services for civil engineering work after the award of the contract

F_{PO} = tendered professional and technical staff rate expressed in cents / R 100 or part thereof of total cost of employment (see C2.2 Staff rates) / 16

F_{CON} = tendered adjustment factor to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering services, level of expenses that are not recoverable etc. (see C2.3 Adjustment factor).

Fee in Rands excluding VAT = fee percentage / 100 x cost of construction excluding VAT

Assuming that for comparative purposes only

$$\text{BFP} = 9,2$$

$$\text{F}_{\text{LE}} = 0,94$$

Cost of construction = R 3 000 000 excluding VAT

Fee in Rands = $\text{BFP} \times \text{F}_{\text{LE}} \times \text{F}_{\text{PO}} \times \text{F}_{\text{CON}} / 100 \times \text{cost of construction excluding VAT}$

$$= 9,2 \times 0,94 \times B / 16 \times \text{F}_{\text{CON}} / 100 \times 3\,000\,000$$

$$= 9,2 \times 0,94 \times \dots / 16 \times \dots / 100 \times 3\,000\,000$$

$$= \dots \text{ 4}$$

Comparative offer for tender evaluation purposes only:

$$= \text{2} + \text{3} + \text{4} = \dots + \dots + \dots = \text{R} \dots$$

..

GEOGRAPHICAL AREAS WHERE SERVICES ARE TO BE RENDERED

No.	Name of Area	Indicate interest (X)
1	Port St Johns	
2		
3		

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of services as described in Part 1 of the Contract Data.

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 authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Consultant* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT AND EXPENSES is in accordance with the *conditions of contract*.

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Consultant* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, 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 *Consultant*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Port St Johns Municipality
PO Box 2
Port St Johns
5120

Name &
signature of
witness

Date:

.....

Schedule of Deviations

1 Subject

 Details

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2 Subject

 Details

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3 Subject

 Details

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4 Subject

 Details

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5 Subject

 Details

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By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Professional Services Contract (Third edition of April 2013) published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). Amendments issue since June 2005 may be downloaded from www.neccontract.com/useful_downloads/NEC_Amendments_June_2006.asp.

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

Part one - Data provided by the Employer

1 General

The *conditions of contract* are the core clauses and the clauses for main Option:

G: Term contract

dispute resolution Option W1: Dispute resolution procedure

and secondary Options

X1: Price adjustment for inflation

X2 Changes in the law

X7: Delay damages

X9: Transfer of rights

Z: Additional conditions of contract

of the NEC3 Professional Services Contract June 2005 (with amendments June 2006)

10.1 The *Employer* is the Port St Johns Local Municipality:

Address: 257 Main Street, Main street, 5120

Tel No. 047 5641207/8

Email: engineering@psjmunicipality.gov.za

11.2(9) The *services* are for the provision of a range of professional civil engineering services relating to access roads which are required within the PSJ municipal area over a three year term on an as and when required basis without any commitment to a quantum of work.

11.2(11) The *Scope* is in the document called Part 3: Scope of Work

12.2 The *law of the contract* is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The *language of this contract* is English

13.3 The *period for reply* is two weeks

13.6 The *period for retention* is dependent on the type of infrastructure provided and shall be as per the construction tender document following Completion or earlier termination.

2 The Parties' main responsibilities

25.2 The *Employer* provides access to persons, places and things as stated in the Task Order

3	Time		
31.2	The starting date is the day of acceptance of the offer		
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> should be calculated from the day of appointment and acceptance of the offer.		
11.2(6)	The Key Dates and the <i>conditions</i> to be met are as stated in the Task Order:		
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within the time stated in the Task Order.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than the period stated in the Task Order.		
4	Quality		
40.2	The quality policy statement and quality plan are provided within the time stated in the Task Order.		
41.1	The <i>defects date</i> varies from 6 months to 12months after Completion of a Task for the <i>services</i> associated with such a Task. 12months will only be applicable on gravel access with structures i.e bridges		
5	Payment		
50.1	The <i>assessment interval</i> is monthly.		
50.3	The expenses stated by the Employer are		
	Item		Amount
	<ul style="list-style-type: none"> vehicle travel within the King Sabata Dalindyebo municipal area to perform the services 		in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants
	<ul style="list-style-type: none"> printing or reproduction of documents other than general correspondence and minor reports issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others covers and binding of documents other than general correspondence and minor reports issued to the <i>Employer</i> or, where instructed by the <i>Employer</i>, to Others presentation materials required by the <i>Employer</i> 		market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za/consultants
	<ul style="list-style-type: none"> specialist studies and tests where instructed by the <i>Employer</i> 		cost plus 7,5%
51.2	The <i>currency of this contract</i> is the South African Rand.		
51.5	The <i>interest rate</i> is the Prime lending rate of the Employer's Bank		
6	Compensation events		
	No data required for this section of the <i>conditions of contract</i> .		
7	Rights to material		
	No data required for this section of the <i>conditions of contract</i> .		
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination

	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	R 3 million in respect of each claim, without limit to the number of claims	For as long as the <i>Consultant</i> remains in business
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	R 3 million in respect of each claim, without limit to the number of claims	0
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and Diseases Act No. 130 of 1993 as amended and whatever the <i>Consultant</i> deems desirable in addition	0
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the amount of the insurance cover which this contract requires		
9	Termination		
	No data required for this section of the <i>conditions of contract</i> .		
10	Data for main Option clause		
G	Term contract		
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than 5 weeks.		
11	Data for Option W1		
W1.1	The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.saice-sa.org.za).		
W1.2(3)	The <i>adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.saice-sa.org.za).		
W1.4(2)	The <i>tribunal</i> is arbitration		
W1.4(5)	The <i>arbitration procedure</i> is as set out in the Rules for the Conduct of Arbitrations Fifth Edition 2005 published by the Association of Arbitrators (Southern Africa) The place where arbitration is to be held is Mthatha The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is the Chairman of the Association of Arbitrators (Southern Africa) 		
12	Data for secondary Option clauses		
X1	Price adjustment for inflation		
X1.1	The <i>index</i> is the index published in “ Consumer Price Index: index numbers and year on year rates ” as published in the Statistical News Release, P0141 Table B of Statistics South Africa.. The <i>staff rates</i> are: <ul style="list-style-type: none"> • fixed at the Contract Date and are not variable with changes in salary are those that are based on a rate per hour. • variable with changes in salary paid to individuals are those derived from the total annual cost of employment. 		
X2	Changes in the law		

X2.1	The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X7	Delay damages
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are as stated in the Task Order.
X10	The <i>Employer's Agent</i>
X10.1	The <i>Employer's Agent</i> is as stated in the Task Order The authority of the <i>Employer's Agent</i> is to carry out all actions of the Employer in this contract with respect to all matters except those required by clauses 51.1, 55.1, 81.1, 90 and 92.
Z	<i>Additional conditions of contract</i>
	The <i>additional conditions of contract</i> are
Z1	Tax invoices The <i>Consultant's</i> invoice. Delete the first sentence of core clause 50.2 and replace with: Invoices submitted by the <i>Consultant</i> to the <i>Employer</i> include <ul style="list-style-type: none"> • the details stated in the Scope to show how the amount due has been assessed, and • the details required by the <i>Employer</i> for a valid tax invoice. Delete the first sentence of core clause 51.1 and replace by: Each payment is made by the <i>Employer</i> within three weeks of receiving the <i>Consultant's</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.
Z2	Selection and appointment of the <i>Adjudicator</i> A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za) whose availability to act as the <i>Adjudicator</i> the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the <i>Adjudicator</i> within four days of receiving the notice, failing which the person chosen by the notifying Party will be the <i>Adjudicator</i> . The Parties appoint the selected <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, June 2005.
Z3	Vendor registration The <i>Consultant</i> registers on the King Sabata Dalindyebo Procurement Database by completing the relevant Vendor Registration Form and providing all the required information. One hundred percent of the Prices for Services Provided to Date is retained in assessments of the amount due until the <i>Consultant</i> has registered on the Port St Johns Procurement Database.

Z4 **Alternative basis for assessing compensation events relating to professional services**

If the *Employer* and the *Consultant* agree, assessments for changed Prices for compensation events relating to civil engineering services may be based on a percentage of the construction cost determined in accordance with the provisions of the *Port St Johns Framework for the determination of professional fees for consulting services* (see Annexure 2) where:.

F_{PO} = tendered professional and technical staff rate expressed in cents / R 100 or part thereof of total cost of employment as stated in the C2.2 Pricing Data / 16

F_{CON} = tendered adjustment factor to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering services, level of expenses that are not recoverable etc. as stated in C2.3 of the Pricing Data

The fees based on a percentage of the project cost includes the travelling time and travel costs associated with the provision of the service, except for travel outside of the Port St Johns municipal area authorised by the Employer.

The total fee for each stage required in terms of the scope of work in Rands, determined in accordance with the provisions of the *Port St Johns Framework for the determination of professional fees for consulting services*, is entered as a lump sum amount in the Task Order. Such amounts may be further broken down should the *Consultant* so require.

Z5 **Acts or omissions by mandatories**

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Consultant* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Consultant* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Consultant* contemplated in section 37(2).

Part C1.2 Contract Data

The *Consultant* is advised to read the NEC3 Professional Service (Third edition of April 2013) and the relevant Guidance Notes and Flow Charts, published by the Institution of Civil Engineers, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from the Engineering Contract Strategies (telephone (27) 011 803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

Part two - Data provided by the *Consultant*

Clause	Statement
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No. Email:
22.1	The <i>Consultant's</i> key persons is: 1 Name: Job: Responsibilities: provide the <i>services</i> or direct the <i>services</i> provided Qualifications: see CV provided in tender Experience: See CV provided in tender
11.2(13)	The <i>staff rates</i> are as stated in the Pricing Data:
50.3	The <i>expenses</i> stated by the <i>Consultant</i> are none

C2: Pricing Data

C2.1 Pricing assumptions (Option G)

C.2.1.1 General

C.2.1.1.1 The *Consultant* is paid under Option G (Term Contract) i.e. on a combination of Time Charges (sum of the products for each of the *staff rate* multiplied by the time appropriate to that *rate* properly spent on work in the contract) and a proportion of the lump sum price for each item on the Task Schedule (see Annexure 1) in proportion to the work completed on that item.

C.2.1.1.2 *Expenses* as provided for in the contract are paid in addition to the total of the Time Charges and lump sum prices.

C.2.1.1.3 There is no adjustment to the lump sums for items in the Task Schedule if the amount, or quantity, of work within that activity later turns out to be different to that which the *Consultant* estimated at the time that the Task Schedule was accepted by the *Employer*. The only basis for a change to the lump sum prices is as a result of a compensation event (See Clause 60.1).

C.2.1.2 Staff rates

C.2.1.2.1 The *staff rates* are the prices charged for staff including:

- a) all the costs to the Consultant including total annual cost of employment, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only;
- b) the time and costs expended in travelling to and from a site, meetings or any other activity associated with the provision of the service,
- c) non-recoverable expenses;
- d) all protective clothing and all standard equipment such as office furniture, copiers, plotters, computers and software used to perform the services; and
- e) profit.

C.2.1.2.2 The total annual cost of employment is the total amount borne by the consultant in respect of the employment of a staff member per year comprising basic salary and fringe benefits not reflected in the basic salary, including:

- a) normal annual bonus,
- b) consultant's contribution to medical aid, unemployment insurance fund, pension or provident fund,
- c) group life insurance premiums borne by the consultant; and
- d) all other benefits or allowances payable in terms of a letter of appointment excluding any share of profit and payment for overtime.

C.2.1.2.3 The *staff rates* for staff whose hourly or monthly rate is based on the total annual cost of employment shall not exceed the *staff rate* for category A.

C.2.1.2.4 All staff that are deployed on a full time basis shall be remunerated in terms of *staff rate* C.

C.2.1.2.5 The rate per month shall include all leave taken in accordance with the letter of appointment and

non-working days.

C.2.1.2.6 Site allowances for construction monitoring staff should be included in the total annual cost of employment if stated in the letter of appointment.

C.2.1.2.7 The staff rates exclude VAT.

C.2.1.3 Expenses

C.2.1.3.1 The *expenses* that may be paid to the *Consultant* are as stated in the Contract Data. All other cost to the Consultant associated with Providing the Services is included within the staff rates.

C2.2 Staff rates

The staff rates are:

Category	Description	Basis of staff rate, excluding VAT	Tendered parameter
A	Director, member or partner	Rate per hour in Rand	R
B	<ul style="list-style-type: none"> Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the <i>services</i>; and Technical staff with adequate expertise and relevant experience performing work with direction and control provided by professional staff. 	Rate per hour in Rand based on cents per hour for every R100 total annual cost of employment cents
C	<ul style="list-style-type: none"> Professional staff, who are appropriately registered with a statutory council with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to the <i>services</i>; and <ul style="list-style-type: none"> Technical staff with adequate expertise and relevant experience performing work with direction and control provided by professional staff. 	Rate per month based on total annual cost of employment divided by 12 multiplied by a factor where payment is made for leave and non-working days	factor =

EXAMPLE: The hourly rate that is calculated for category B is as follows:

Assuming that a rate of **15 cents** per hour for every R 100 total annual cost of employment is tendered and the total annual cost of employment is R 400 000 per annum, the calculated hourly rate will be as follows:

$$15 / 100 \times 400\,000 / 100 = R600 \text{ per hour}$$

NOTE The hourly rate for category B is based:

- a) the total annual cost of employment multiplied by a staff multiplier which takes into account factors such as:
 - staff utilization rates;
 - the cost of employment of non-fee earning staff (i.e. administrative staff); and
 - company overheads which may include communication costs, office accommodation costs, transport not directly covered by projects, consumables, audit, bank and finance charges, insurance, marketing, office equipment, training and development, non-recoverable expenses, head office expenses etc. ; and
 - mark up for profit; and
- b) the time available in a year after weekends and public holidays and allowances for leave and sick leave are taken into account.

If a multiplier of 2,64 is applied to a total annual cost of employment of R 400 000 per annum where the available hours in a year are 1760, the hourly rate = $400\,000 \times 2,64 / 1760 = R600$

Example: The monthly rate that is calculated for category C is as follows:

Assuming that a factor of 1.8 is tendered and the total annual cost of employment is R 400 000 per annum, the calculated monthly rate will be as follows:

$$1.8 \times 400\,000 / 12 = R\,60\,000 \text{ per month}$$

C2.3 Adjustment factor

Adjustment factor	Description	Tendered value (a number)
F _{CON}	An adjustment factor (F _{CON}) (see <i>Port St Johns Framework for the determination of professional fees for consulting services</i>) (see Annexure 2) used in the calculation of the fee percentage for civil engineering services to reflect factors such as risk, productivity, efficiency, locality, local knowledge, particular methods or systems for delivering services, level of expenses that are not recoverable, alignment of services with scope of work etc

NOTE Refer to clause Z4 in the Part 1 of the Contract Data and the *Port St Johns Framework for the determination of professional fees for consulting services* to understand how the adjustment factor is applied

C 2.4 Pricing Schedule

OFFERED FEES FOR VARIUOS GRAVEL ACCESS ROAD PROJECTS

The following is a schedule that takes note of the prices that the Tenderer is offering to render professional services required for the various projects. Please take note of the guidelines in order to provide Tenderer with a basis for prices offered. A project includes all associated works required to complete a project.

The Tenderer is to complete the schedule below to indicate hourly rates to be used for additional or specialized services so ordered by the Employer for a Category B candidate.

CATEGORY	PERSONNEL COST / HR

The Tenderer is to complete the schedule below to indicate the monthly rate, for a Category B candidate, to be used for the level of site monitoring so ordered by the Employer

LEVEL OF CONSTRUCTION MONITORING	PERSONNEL COST / calendar month
1	
2	
3	
4	

NOTE: during the adjudication of a specific project the Employer reserves the right to use the above rates to simulate a project total cost for tender comparison purposes.

Schedule of Activities

Table A1 – Project Details

Project Number	PSJLM-ENG- 2020/21 - 43
Project Description	Surfaced Roads
Estimated Cost of Work (R2000 000-R58 000 000)	R 58 000 000.00
Approximate Project Duration (months)	18 months
Approximate Construction Duration (months)	18 months

Table A2 – Basic Professional Fees Offered (As per Engineering Professions Act (board notice of 2015))

(a) Fee Category: Transport infrastructure	C
(b) Percentage (%) Fee Tendered	
(c) Fee Amount Tendered	
Percentage Discount Offered	%
Discount Fee amount Offered	R
Sub Total	R
Total Offered Professional Fee for Civil Engineering Services on this Project (Excluding VAT) Carried Forward To Table D1	R

Table B 1 – Fees Offered for Construction Monitoring and other services

	Refer Payment Item	Payment Item Fixed	Construction duration (months)	Sum amount (Excl Vat)	
				Monthly rate	Total (Excl Vat)
Construction Monitoring (3)	C3.3.2		6	R	R
% mark-up on sub-consultant services (handling fee)				%	R
Total Offered Construction Monitoring and other services on this Project (Excluding VAT) Carried Forward To Table D1					R

Table C 1 – Recoverable Expenses (All)

Description of Recoverable Expenses	Refer Payment Item	Fixed Amounts	Quantity	Unit (Measured in)	Rate	Total (Excluding VAT)
	C3.2.1					R
	C3.2.2					R
	C3.2.3					R
	C3.2.4					R
	C3.2.5					R
	C3.2.6					R
Total Offered Recoverable Expenses on this Project (Excluding VAT) Carried Forward To Table D1						R

Table D 1 – Offered Fee Summary

Service	(B/F) Table	From	Tendered Fees
Total Offered Professional Fee for Civil Engineering Services (excl. VAT)	A2		R
Total Offered Construction Monitoring	B1		R
Total Offered Recoverable Expenses	C1		R
Sub – Total			R
Add 14 % VAT			R
Total Professional Fees (Including VAT) for Project noted in Table A1			R

Name of Tenderer;

Signature

Date

.....

.....

Schedule of Activities

Table A1 – Project Details

Project Number	PSJLM-ENG- 2020/21 - 43
Project Description	Stormwater
Estimated Cost of Work (R4 000 000 R106 000 000)	R 106 000 000.00
Approximate Project Duration (months)	36 months
Approximate Construction Duration (months)	36 months

Table A2 – Basic Professional Fees Offered (As per Clause 4.2.1 of Engineering Professions Act (board notice of 2015))

(a) Fee Category: Stormwater structures, breakwaters and canals	C
(b) Percentage (%) Fee Tendered	
(c) Fee Amount Tendered	
Percentage Discount Offered	%
Discount Fee amount Offered	R
Sub Total	R
Total Offered Professional Fee for Civil Engineering Services on this Project (Excluding VAT) Carried Forward To Table D1	R

Table B 1 – Fees Offered for Construction Monitoring and other services

	Refer Payment Item	Payment Item Fixed	Construction duration (months)	Sum amount (Excl Vat)	
				Monthly rate	Total (Excl Vat)
Construction Monitoring (3)	C3.3.2		36	R	R
% mark-up on sub-consultant services (handling fee)				%	R
Total Offered Construction Monitoring and other services on this Project (Excluding VAT) Carried Forward To Table D1					R

Table C 1 – Recoverable Expenses (All)

Description of Recoverable Expenses	Refer Payment Item	Fixed Amounts	Quantity	Unit (Measured in)	Rate	Total (Excluding VAT)
	C3.2.1					R
	C3.2.2					R
	C3.2.3					R
	C3.2.4					R
	C3.2.5					R
	C3.2.6					R
Total Offered Recoverable Expenses on this Project (Excluding VAT) Carried Forward To Table D1						R

Table D 1 – Offered Fee Summary

Service	(B/F) Table	From	Tendered Fees
Total Offered Professional Fee for Civil Engineering Services (excl. VAT)	A2		R
Total Offered Construction Monitoring	B1		R
Total Offered Recoverable Expenses	C1		R
Sub – Total			R
Add 14 % VAT			R
Total Professional Fees (Including VAT) for Project noted in Table A1			R

Name of Tenderer;

Signature

Date

.....

.....

Schedule of Activities

Table A1 – Project Details

Project Number	PSJLM-ENG- 2020/21 - 43
Project Description	Sportsfield
Estimated Cost of Work (R6 500 000-R54 000 000)	R55 242 138.59
Approximate Project Duration (months)	16-22
Approximate Construction Duration (months)	10

Table A2 – Basic Professional Fees Offered (As per Clause 4.2.1 of Engineering Professions Act (board notice of 2015))

(a) Fee Category: Municipal Services	C
(b) Percentage (%) Fee Tendered	
(c) Fee Amount Tendered	
Percentage Discount Offered	%
Discount Fee amount Offered	R
Sub Total	R
Total Offered Professional Fee for Civil Engineering Services on this Project (Excluding VAT) Carried Forward To Table D1	R

Table B 1 – Fees Offered for Construction Monitoring and other services

	Refer Payment Item	Payment Item Fixed	Construction duration (months)	Sum amount (Excl Vat)	
				Monthly rate	Total (Excl Vat)
Construction Monitoring (3)	C3.3.2		22	R	R
% mark-up on sub-consultant services (handling fee)				%	R
Total Offered Construction Monitoring and other services on this Project (Excluding VAT) Carried Forward To Table D1					R

Table C 1 – Recoverable Expenses (All)

Description of Recoverable Expenses	Refer Payment Item	Fixed Amounts	Quantity	Unit (Measured in)	Rate	Total (Excluding VAT)
	C3.2.1					R
	C3.2.2					R
	C3.2.3					R
	C3.2.4					R
	C3.2.5					R
	C3.2.6					R
Total Offered Recoverable Expenses on this Project (Excluding VAT) Carried Forward To Table D1						R

Table D 1 – Offered Fee Summary

Service	(B/F) Table	From	Tendered Fees
Total Offered Professional Fee for Civil Engineering Services (excl. VAT)	A2		R
Total Offered Construction Monitoring	B1		R
Total Offered Recoverable Expenses	C1		R
Sub – Total			R
Add 14 % VAT			R
Total Professional Fees (Including VAT) for Project noted in Table A1			R

Name of Tenderer;

Signature

Date

.....

.....

C3: Scope of work

1 Employer's objectives

The Employer's objective is to deliver sustainable roads infrastructure projects within the Port St Johns municipal area in support of the municipality's service delivery mandate.

The Employer's objective in entering into a framework contract agreement over a three year term for professional civil engineering services relating to gravel access roads within the Port St Johns municipal area, with a pool of six professional consulting engineers on an as and when instructed basis, is to secure the services of a specialist service provider to serve the Employer's current and emerging needs.

2 Background

Port St Johns Local Municipality is a local municipality situated in the District of OR Tambo District Municipality in the inland of Eastern Cape Province in Republic of South Africa. The Port St Johns municipality is having its main offices at the Town of Port ST Johns.

The municipality comprises one magisterial area Port St Johns and its surrounding rural areas. The municipality is largely rural in character with the urban areas concentrated around the town. It has 20 wards and cover up to 1 302 km² in extent and had a population of 166 779 persons in 2016. The number of households is 33 951, major economic activities in the municipality are forestry and agriculture, although agriculture is of more of a subsistence nature. (see Figure 1)

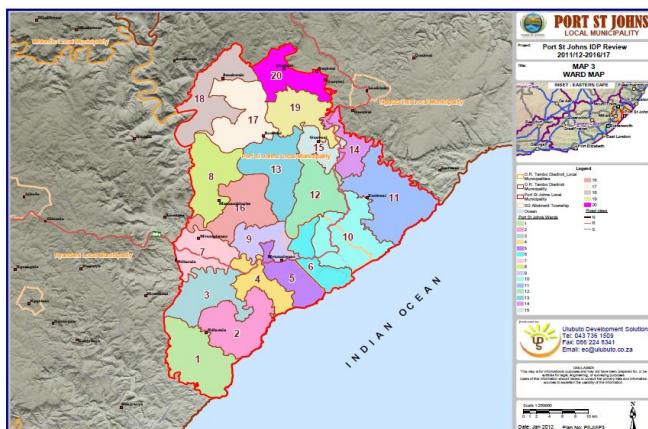


Figure 1: Port St Johns Municipality

The Port St Johns Municipality's objectives is to provide reliable and efficient Transport and mobility Infrastructure for communities;

3. Overview

The municipality has both an urban and a rural character, with a dispersed village-type rural settlements. In 2016, the PSJLM had a population of approximately 166779 people and 33 951 households, translating into an average household size of 4.9 persons/household.

4 Description of the services

The services over the term of the contract shall relate to the construction of surface roads, stormwater and sports field gravel access roads. Such services may include:

- a) the planning, designing and reviewing of the construction of surface roads, stormwater and sports field, including the design of bridges, culverts, stormwater drainage, earthworks and buildings, project administration, project management, close out, as-built drawings and the identification of existing services;
- b) the performance of the roles of project leader, design lead, designer, cost consultant, contract manager and supervising agent as required by the Employer;
- a) acting in accordance with the provisions of an NEC Engineering and Construction Contract under the delegation of the Employer
- d) the procuring as necessary of the services of others to provide specialists studies, design advice or services in support of the services which the consultant provides;
- e) monthly progress reporting to the Employer and all required reporting
- f) Assistance in the compiling of business plans for funding applications.

5 Requirements

5.1 The Consultant shall in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

5.2 The *key person* shall be intimately involved in the provision of the services and any interactions which may be required with statutory councils and authorities.

5.3 The Consultant shall provide the services in accordance with the relevant provisions of the Port St Johns Municipality's *Standard Scope of Professional Services associated with the delivery of a Package* (see Annexure 4).

6 Facilities and equipment to be provided by the Employer

No facilities or equipment are provided by the Employer.

7 Facilities and equipment to be provided by the Consultant

The Consultant shall provide all equipment and facilities required to provide the services.

8 Retention of Consultant's documents

All documents produced by the Consultant shall be retained in an electronic format that can be accessed and read by the Employer.

9 Rights to material

The Consultant may use material prepared by him under the contract for any purpose.

10 Invoices

Invoices submitted shall be a Tax invoice and contain the information required by the Employer.

11 Skills development requirements

11.1 General

The *Consultant* shall attain or exceeds a Contract Skills Development Goal in the execution of an order by providing structured work experience opportunities for persons who are residents of the OR Tambo District Municipality and who are South Africans by birth, decent or naturalisation towards registration as an engineering professional registered in terms of the Engineering Profession Act of 2000.

11.2 Contract Skills Development Goal

A Contract Skills Development Goal is the number of hours of skills development opportunities that a *Consultant* contracts to provide in relation to work directly related to a Task Order up to Completion.

The *Consultant* attains or exceeds the Contract Skills Development Goal in the execution of an order by providing structured work experience opportunities for residents of the Port St Johns Municipality and who are South Africans by birth, decent or naturalisation towards registration as an engineering professional registered in terms of the Engineering Profession Act of 2000.

11.3 Structured mentorship opportunities for candidates

Mentoring associated with structured work experience for candidates is in accordance with the prescripts of the Engineering Council of South Africa (ECSA).

The *Consultant*:

- a) appoints a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
- b) identifies a suitable mentor for the candidate, if such candidate does not have a mentor, who enters into a mentoring agreement with the candidate or the Consultant as required by the ECSA; and
- c) issues each candidate with a portfolio of evidence file which is kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training period reports;

The mentor provides and updates from time to time a workplace training plan for a candidate outlining the activities in which the candidate will be involved that includes activities required by ECSA. The mentor requires candidates to maintain a logbook issued by ECSA. The mentor signs off such logbook at quarterly presentations and progress review meetings.

The Consultant submits to the Employer's Agent, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the candidate's mentor and supervisor
- b) within three months of commencing work directly related to the contract or order:
 - 1) proof of registration as a candidate with the relevant professional body or statutory council; and
 - 2) a copy of the mentorship agreement entered into with the candidate or the company mentorship agreement entered into ECSA;
 - c) within two weeks of updating a workplace training plan, the revised workplace training plan.
 - d) a quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

Candidates are required by the mentor to complete training reports required by ECSA whenever a substantial activity or training period has been completed.

The mentor and supervisor signs off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the Task Order ends for whatever reason prior to the candidate gaining sufficient experience for registration.

11.4 Granting and denial of credits

Credits towards the Contract Skills Development Goal are granted by summing the hours of opportunities provided. No more than 8 hours may be claimed for any 24 hour period for any individual. Credits towards the Contract Skills Development Goal is denied should:

- a) the opportunities not be directly linked to the Task Order;
- b) a mentorship plan for a candidate not be provided;
- c) the training reports covering a period not be provided;
- d) the required records, specified documents and signatures not be provided;
- e) the structured mentorship is found not to be in accordance with the requirements of SACAP;
- f) the *Consultant* does not maintain the required training records or an audit reveals that there is insufficient information to substantiate claims for credits; and
- g) a candidate fails to present their credentials for assessment when they have, in the opinion of the mentor, sufficient structured work experience or structured mentorship to do so.

11.5 Records

The Consultant, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certifies the quantum and nature of the opportunity and submits the certificate, counter-certified by the relevant individual, to the Employer's Agent for record-keeping purposes.