



**INGQUZA HILL**  
LOCAL MUNICIPALITY

**PROVISION OF PROFESSIONAL SERVICES FOR ELECTRICAL  
ENGINEERING SERVICES TO INGQUZA HILL LOCAL  
MUNICIPALITY FOR A PERIOD 2 (TWO) YEARS.**

**IHLM/190/2025-26/ROADS  
TENDER DOCUMENT**

**CLOSING DATE: 17 JULY 2026**

**ISSUED BY:  
SUPPLY CHAIN MANAGEMENT SECTION  
P.O. BOX 14  
FLAGSTAFF  
4810**

**NAME OF TENDERER: .....**

<b>Bidder's Address:</b>	<b>Prepared By:</b>  Ingquza Hill Local Municipality Technical Services 135 Main Street Flagstaff 4810
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## TENDER NOTICE

Bids are hereby invited from suitable qualified and experienced service providers for the following services:

CONTRACT NO	DESCRIPTION	CLOSING DATE
<b><u>IHLM/190/2025-26/ROADS</u></b>	Panel of Professional Electrical Engineering Services for a period of 02 years	17 July 2026 at 12h00 Flagstaff Municipal Offices

**Evaluation criteria: Functionality:100 Points- Company Experience 40 points, Expertise and capacity of key personnel 20 points, Methodology 40 points. Bidders should score a maximum of 70 points to proceed to: 80/20 Price=80 points Specific goals=20 points.**

**Women Owned 4 points, Youth owned 5 points, people living with disability 02 points & Race 9 points**

**Enquiries:** Technical enquiries shall be addressed to Technical Services 039 252 0131/ [btshitshi@ihlm.gov.za](mailto:btshitshi@ihlm.gov.za). Supply Chain Management at **039 252 0131**. [antongana@ihlm.gov.za](mailto:antongana@ihlm.gov.za).

**Tender validity period:** 90 (ninety) days after tender closing date

### MANDATORY DOCUMENTS:

Potential bidders are urged to submit the following documents when submitting their proposals, failure to do so will render the bid not responsive.

- Valid Full CSD Proof of registration
- Completed and Signed Declarations (MBD1-9) attached on the tender document.
- A Valid SARS TCS Pin printout
- A signed letter by the bidder confirming that no undisputed municipal accounts are overdue by more than 30 days and proof thereof.
- ECSA proof of registration

### OBTAINING OF TENDER DOCUMENTS:

Downloadable on [ihlm.gov.za](http://ihlm.gov.za) Procurement: Adverts-Open Bids /E-Tender Portal

### TENDER SUBMISSION AND OPENING

Tenders/Proposals must be submitted by hand at 135 Main Street, Flagstaff, 4810 (Municipal Reception) hard copy document **by 12:00 local time on the 17 July 2026**

Tenders should be sealed, endorsed on the envelope with:

**IHLM/190/2025-26/ROADS**

**Advert Date: 05 June 2026**

### CONDITIONS OF ACCEPTANCE:

The Ingquza Hill Local Municipality is under no obligation to accept any proposal/tender and reserves the right not to accept the whole or any part of the proposal/tender. The only or lowest bid received shall not necessarily be accepted. No proposal/tenders will be considered from persons in the service of the state, the bidder or any of its directors/shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the bidder has not: abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect. The municipality will only consider bids submitted on the original bid documentation provided by the municipality. The Ingquza Hill Local Municipality's supply chain policy will apply in all tender stages.

**NB.** No faxed, couriered, emailed tenders will be accepted.

The municipality reserves the right to extend the tender period by notice in the press and or on the municipality's official website [ihlm.gov.za](http://ihlm.gov.za)

**V.C. Makedama**

**Municipal Manager**

Points for functionality will be scored on the following:

<b>Functionality Criteria</b>	<b>Points</b>
<b>Previous Company Experience</b>	<b>40</b>
<b>Key Personnel</b>	<b>20</b>
<b>Methodology</b>	<b>40</b>
<b>Total</b>	<b>100</b>

## INTRODUCTION

The professional engineering services required of the Tenderer will be those associated with the Design, Tender Process and Construction Management including Project Closeout. This means the scope is as per the Engineering Profession Act 46 of 2000: Engineering Council of South Africa: Guideline for Defining the Scope of Services and for Determining the Professional Fees for Persons Registered in Term of the Act. The scope of work covered the bill of quantities covers professional services for connection of households and scope is from Concept till Project Closeout stage.

Technical and financial proposals from suitably qualified engineering Tenderers shall be submitted in accordance with the Tender Notice and the Ingquza Hill Local Municipality.

Eskom East Region design guidelines, specifications, standards and procedures will inform detailed scope of work.

The works will include but not limiting the following:

- Developing Tenderer's SHEQ plan
- Collection of image mapping which is not more than 3 months old.
- Preliminary design
- Detailed design
- Develop construction specification
- Develop bill of quantities
- Perform quantity survey
- Develop SHEQ policy and SHEQ guideline for contractor
- Survey and producing of construction drawings
- Presenting of engineering design package to Eskom engineering for approval
- Preparing of tender documentation for contractor/s
- Prepare NEC3/FIDIC contract for main contractor
- Printing of 20 copies of tender documentations
- Construction tender briefing
- Project management
- Clerk of Works by consultancy
- Professional services during construction
- Eskom Clerk of Works inspection
- Booking outages or live energizing
- Project close up.
- Project handover to Eskom

## 2. DESCRIPTION OF THE PROJECT

### 2.1

The project involves the electrification of villages including house connections in **INGQUZA HILL LOCAL MUNICIPALITY**.

### 2.2 GIS

PSP is required to purchase latest GIS maps in order to produce accurate designs or in case of using Google earth images, data verification must be performed. . Old collected data is not acceptable.

### 2.3 Designs standard

Design standard to be used is that Eastern Cape Operating Unit.

### 2.4 Survey

Survey is expected to be conducted before finalization of construction tender documentation. This is planned in order to produce construction drawings and part of tender documentation.

### 2.5 After construction tender award

PSP is expected to make sound professional contribution and guidance in kickoff and site establishment meetings.

### 2.6 Environmental Management

The Tenderer will be responsible for implementing the necessary processes to obtain approval in respect of the environment and the use of materials. In particular, the following approvals are required:

- A Record of Decision approving the project from the Department of Economic Affairs, Environmental and Tourism (DEAT).
- Regular environmental reports during construction, plus a completion report in terms of DEAT requirements.
- Application for permit to construct on burial grounds and graves SAHRA

Penalties will be applied should failure to obtain the necessary approvals lead to a delay in implementing the project.

## 3. EXECUTION OF PROFESSIONAL ENGINEERING SERVICES

### 3.1 General

The Tenderer shall execute the required services in a professional manner, complying with the appropriate design codes and specifications. The Tenderer shall also comply with all relevant legislation pertaining to the built environment in general and to large road projects in particular.

The Tenderer should demonstrate in his Technical Proposal that he is aware of the relevant legislation and the various approvals required at certain stages of the project. Failure to demonstrate this knowledge will result in the tender being considered non-responsive in terms of functionality.

Although the contract should be objective orientated rather than time orientated, the Tenderer will be expected to apply him/her efficiently and professionally. A suitable completion period for the documentation and contract drawings will be negotiated with the Tenderer once the scope of the project and the nature and time for specialist investigations is fully apparent. The duration of the construction stage will be determined after the Contract Documents are drawn up.

### 3.2 **Scope of Professional Services**

The scope of services and Tariff of Fees for Persons Registered in terms of the Engineering Professional Act, 46 of 2000, as published in Government Gazette No 44333 of 26 March 2021, and any subsequent updates.

Eskom Southern Region professional service standards shall determine the scope.

### 3.3 **Provision of Personnel and Resources**

Particular emphasis is placed on the qualifications of the key personnel to be provided when calculating the points score for functionality. No changes to the proposed personnel will be accepted without clear motivation and only then in exceptional circumstances. Replacement personnel must have similar or better qualifications to those original proposed. **Projects will require full -Time Construction Monitoring (Full time staff resident on site for the duration of the project and will be paid by the client as an additional service)**

Failure to provide suitable personnel and resources may result in the tenders being re-evaluated and the Contract being cancelled as per Clause 8.4 of the Special Conditions.

### 3.4 **Programme of Activities**

The Tenderer shall submit a final programme indicating the key milestones to the Employer within 7 (seven) days of the date of the letter of acceptance of tender. The key milestones shall include, but are not limited to:

- Submission of preliminary design report.
- Submission of Scoping Report.
- Submission of Environmental Management Programme.
- Submission of draft Tender drawings.
- Submission of draft Tender documentation.
- Completion of final Tender drawings and documentation.
- Date for advertising Tenders.
- Date for closing of Tenders.
- Date for completion of adjudication report.
- Date for signing of construction drawings.

The programme shall also demonstrate that the Tenderer recognizes the various inputs required in order to meet these milestones. Failure to submit an acceptable programme will lead to delays which could in turn result in penalties.

The preparation of the programme, and of any required updates, is considered to be included in the Tender percentage fee for the preliminary design

### 3.5 **Progress Meetings**

The Tenderer shall meet formally with the Employer on a monthly basis to discuss progress on the project. The Employer may ask for additional meetings in the event of progress being behind the accepted programme.

All meetings shall take place in Ingquza Hill LM. The meetings shall continue during the construction stage, with the specific purpose of presenting cost forecasts to the Employer and highlighting any technical or contractual issues. These meetings shall be in addition to the normal monthly site meetings with the successful Tenderer for construction.

The cost of attending the progress meetings is deemed to be included in the tender percentage fee for the various stages of the project.

### **3.6 Technical Meetings**

Tenderer shall meet with the contractor and Employer to discuss technical issues once a month.

### **3.7 Reporting**

Monthly progress reports shall be prepared and tabled at the above meetings together with a marked up programme illustrating progress. In addition, the Tenderer shall ensure that the project details are captured in the Employer's database and that the relevant data is updated on a monthly basis.

### **3.8 Targeted Procurement**

The inclusion of targeted procurement procedures in tender documentation, and reporting thereon during construction, are deemed to be included in the various stages and will not be paid for separately.

### **3.4. PRELIMINARY DESIGN STAGE**

Tenderer shall develop preliminary design, which should include the following scope:

- Executive summary
- Construction cost breakdown
- Locality/area drawings
- Initial SLDs
- Initial representative of transformer zones
- Initial loss report
- Village connection summary
- Additional loads
- ADMD values
- Estimated bill of quantities
- Work breakdown structure

### **3.5. DETAILED DESIGN AND TENDER DOCUMENTATION**

Tenderer shall develop detailed design, bill of quantities, project specification and SHEQ policy that will form part of tender documentation.

Complete package should include:

- Schedule of findings

- Load balance schedule
- Distribution Environmental screening document (DESD)
- Environmental Impact Assessment (EIA)
- Wayleaves
- Sag and Tension charts (S&T)
- Labelling
- Construction Outage Plan (COP)
- Surveyed Drawings (Spanning sheets)
- Tender document
- Health and Safety Plan
- Project Quality Plan

### 3.6. **SURVEY AND CONSTRUCTION DRAWINGS**

After completion of detailed designs, PSP shall immediately proceed with survey and producing construction drawings.

### 3.7. **CONSTRUCTION STAGE**

The Construction Stage shall be carried out in accordance with ECSA guidelines as per Government Gazette, 26 March 2021 and any subsequent updates.

During the course of construction, the Tenderer shall update the Employer's database on a monthly basis. In addition, the Tenderer shall ensure that all information required for reporting in terms of employment statistics and targeted procurement are provided and submitted.

### 3.8. **COMPLETION OF SERVICES**

The completion of services refers to the preparation of "As-Built" drawings, As-Built information, a comprehensive Construction/Contract Report, and their submission to the Employer.

In addition, closure must be obtained from DEAT and DEE.

It is a requirement that the professional services be completed and all documentation submitted to the Employer within 3 months of the issue of the Contractors' Certificate of Practical Completion. A separate payment item is included in the Pricing Schedule for completion of services and this must be priced realistically, refer to ECSA guidelines.

### 3.9. **CONSTRUCTION MONITORING / SITE SUPERVISION**

Clark of Works shall monitor quality during construction and issue of site instructions.

Clark of Works shall conduct inspections before Eskom does inspection.

Tenderer shall prepare for outage or live energizing.

Tenderer shall prepare and submit complete project close up and handover documentation as required by Eskom.

### 3.10 ADDITIONAL SERVICES

All additional services shall be carried out in accordance with Clause 2.2.1 of ECSA Board Notice 19 of 2008 and any subsequent updates. The following additional services are envisaged, although further services may be added by the Employer.

#### 3.10.1 Survey

Survey must be done before tender document for construction is produced. This will assist in inviting contractors with a 99% accurate bill of quantities.

#### 3.10.2 Environmental Issues

It is essential that the necessary environmental approvals for the project be obtained from the relevant government departments. An environmental specialist shall be engaged to carry out investigations, liaise with the relevant departments, submit reports and obtain approvals.

In particular, the following approvals are required:

- An ROD from the DEAT.
- Regular environmental reports during construction, plus a completion report in terms of DEAT requirements.
- Approval from DoE in respect of the opening of borrows pits and hard rock quarries.
- A Closure Certificate from DoE on completion of construction.

The appointment of the environmental specialist and the costs thereof shall be approved by the Employer. Separate payment items are included in the Pricing Schedule for the work relating to DEAT and to DoE respectively.

### 10.3 Expropriation and Compensation

The Tenderer is responsible for ensuring that the Employer's procedures with regard to expropriation and compensation are adhered to.

Expropriation diagrams are required for each affected property. These shall be forwarded to the owners by the Tenderer under the Employer's letterhead. The format of the diagrams and the letters shall be agreed between the Tenderer and Employer.

The Tenderer shall be reimbursed for inputs related to expropriation on a time and cost basis.

### 10.4 Time Based Services

With reference to Clause 3.4 of ECSA Board Notice 19 of 2008, the Employer may order that certain services be carried out on a time and cost basis.

The Tenderer is required to provide Tender hourly rates for various categories of personnel as per Items 3.1 to 3.4 of the Pricing Schedule. These rates only shall be used to calculate the value of time based services. Clause 3.4 (3) of ECSA guidelines shall not apply.

## 11. MEASUREMENT AND PAYMENT

The principles for the measurement and payment of professional fees to the Tenderer are explained in the Preamble to the Pricing Schedule. Clarification of costs deemed to be included in the Tender rates for normal services are provided below.

## 11.1 General

### 11.1.2 Reporting and Meetings

All costs associated with monthly reports, progress meetings and updating the Employer's database are deemed to be included in the Tender rates for normal services.

### 11.2 Preliminary Design Stage – Payment Item 1.1

No separate payment will be made for the report stage described in Clause 2.1.1 of ECSA Board Notice 19 of 2008.

Any services listed under Clause 2.1.1 of ECSA Board Notice 19 of 2008 which are carried out under this Contract are deemed to be included in the tender rate for the Preliminary Design Stage.

### 11.3 Design and Tender Stage – Payment Item 1.2

The Tender rate for the Design and Tender Stage is deemed to include all costs associated with incorporating targeted procurement into the Tender documentation. No separate payment will be made for services described in Clause 2.1.6 of ECSA Board Notice 19 of 2008.

It is anticipated that traffic counts and a detailed analysis will be required in order to predict the design traffic for pavement and surfacing design. All costs associated with calculating the design traffic are deemed to be included in the Tender fee for this stage of the normal services.

The inclusion of targeted procurement procedures, OHS Act regulations, a Tender evaluation system, environmental specifications, and any other specific requirements, in the tender documents are deemed to be covered by the Tenderer's percentage rate for Design and Tender Stage.

The fees (up to the first 50% of the tendered rate) for this stage shall be claimable once the Consulting Engineer has submitted a detailed project design report (with detailed drawings) to the **INGQUZA HILL LOCAL MUNICIPALITY** and has submitted his progress report, and on approval of the design report by the **INGQUZA HILL LOCAL MUNICIPALITY**.

The fees (up to 100% of the tendered rate) for this stage shall be claimable once the Consulting Engineer has submitted a tender evaluation report to the **INGQUZA HILL LOCAL MUNICIPALITY** and has submitted his progress report, and on approval of the evaluation report by the **INGQUZA HILL LOCAL MUNICIPALITY**.

### 11.4 Construction Drawing Stage – Payment Item 1.3

The fees (up to 100% of the tendered rate) for this stage shall be claimable once the Consulting Engineer has submitted a complete set of construction drawings to the Employer and the Contractor; and has submitted his progress report.

### 11.5 Construction Stage – Payment Item 1.4

The Tender rate for the Construction Stage shall include for carrying out the duties of the Engineer in accordance with the General Conditions of Contract pertinent to the construction contract.

Should any dispute require resolution via mediation, arbitration or litigation, then additional services as described in **Clause 2.2.8 of the ECSA Board Notice 19 of 2008** shall apply.

The Consulting Engineer shall be entitled up to the tendered rate of the total approved percentage fee at the completion of this stage. Progress payments shall be made on a pro-rata basis, based upon the actual construction

cost according to the progress made with the project and provided that the Consulting Engineer's fee does not exceed the tendered rate of the total approved percentage fee for the project, and provided that the Consulting Engineer submits monthly progress reports as required by the **INGQUZA HILL LOCAL MUNICIPALITY**.

The Consulting Engineer shall be entitled up to of the total approved percentage fee for the project when this stage is complete.

#### 11.6 Completion of Services – Payment Item

Payment under this item will only be made once all reports and as-built information have been accepted by the Employer, and all necessary approvals and closures obtained from the relevant departments and authorities.

The Consulting Engineer shall be entitled to the remaining tendered rate of the fee budget, based on the actual construction cost.

#### Functionality

<b>PRE-QUALIFICATION CATEGORY AND DESCRIPTION POINTS</b>			
<b>CRITERIA</b>	<b>Maximum possible points</b>	<b>Weight</b>	<b>Maximum value</b>
<b>REPUTATION IN INDUSTRY</b>	<b>40</b>	<b>8</b>	
Three electrification related projects signed reference letters in a client letterhead			5
Two electrification related projects signed reference letters in a client letterhead			3
One electrification related project signed reference letter in a client letterhead			1
No electrification related project signed reference letter in a client letterhead			0
<b>KEY PERSONNEL EXPERIENCE A</b>	<b>10</b>	<b>2</b>	
CV with certified certificates of Professional electrical engineer registered with ECSA and other accredited professional boards (SAIEE and CESA)with 5 years of experience in design work and project administration			5
CV with certified certificates of Professional electrical engineer registered with ECSA and other accredited professional boards (SAIEE and CESA) with 4 years of experience in design work and project administration			4
CV with certified certificates of Professional electrical engineer registered with ECSA and other accredited professional boards (SAIEE and CESA) with 3 years of experience in design work and			3

project administration			
CV with certified certificates of Professional electrical engineer registered with ECSA and other accredited professional boards (SAIEE and CESA) with 2 years of experience in design work and project administration			2
CV with certified certificates of Professional electrical engineer registered with ECSA and other accredited professional boards (SAIEE and CESA) with 1 year of experience in design work and project administration			1
CV with certified certificates of Professional electrical engineer registered with ECSA and other accredited professional boards (SAIEE and CESA) with 0 year of experience in design work and project administration			0
<b>KEY PERSONNEL EXPERIENCE B</b>	<b>10</b>	<b>2</b>	
CV with certified certificates of electrician with N6 or Technician with S4/T4 having 5 years of experience in clerk of works/quality control of electrification projects.			5
CV with certified certificates of electrician with N6 or Technician with S4/T4 having 4 years of experience in clerk of works/quality control of electrical related projects.			4
CV with certified certificates of electrician with N6 or Technician with S4/T4 having 3 years of experience in clerk of works/quality control of electrical related			3
CV with certified certificates of electrician with N6 or Technician with S4/T4 having 2 years of experience in clerk of works/quality control of electrical related projects.			2
CV with certified certificates of electrician with N6 or Technician with S4/T4 having 1 year of experience in clerk of works/quality control of line construction work			1
CV with certified certificates of electrician with N6 or Technician with S4/T4 having 0 year of experience in clerk of works/quality control of line construction work			0
<b>QUALITY OF METHODOLOGY</b>	<b>40</b>	<b>8</b>	
MS project plan plus aligned cash flow projections. With clear relevant activities in chronological order from inception to closeout			5
MS project plan without aligned cash flow projections. With clear relevant activities in chronological order from inception to closeout			4
Project plan in another software format plus aligned cash flow projections. With clear relevant activities in chronological order			3

from inception to closeout			
Project plan in another software format without aligned cash flow projections. With clear relevant activities in chronological order from inception to closeout			2
No project plan and no cash flow projections			0
<b>Total</b>	<b>100</b>		

## 1. INSTRUCTIONS AND CONDITIONS OF TENDER

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### 1. ELIGIBILITY TO TENDER

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

### 2. RETURN OF DOCUMENT

The completed and signed set of Tender Documents shall be sealed in an envelope endorsed **“APPOINTMENT OF A PANEL OF ELECTRICAL PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF 2 YEARS”** must reach the Municipal Manager, Ingquza Municipality, by hand and placed in the Bid Box located at the New Municipality, Main Street, Flagstaff, **by no later than 12:00 AM 17 July 2026** on the date as per advert where they will be opened in public.

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

### 3. COMPLETION OF DOCUMENTS

The Form of tender must be completed and signed. All pages allocated signing spaces must be signed

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

### 4. AUTHORITY FOR SIGNING

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

### 5. ACCEPTANCE OF TENDERS

- a. Acceptance of the tender will not comply that the programme, methods and other details will be approved. Final programmes etc. will be submitted to the General Manager: Infrastructure, Planning and Development, Ingquza Hill Local Municipality for approval.
- b. The Council does not bind itself to accept the lowest or any other bid and reserves the right to accept the whole part of the bid.
- c. The Ingquza Hill Local Municipality will not be held responsible for any expenditure or losses incurred in the submittance and compliance of this tender nor of the visit to the site.
- d. The tender of any tenderer who has not conformed to the foregoing instructions will not be considered.
- e. When Council accepts a Proposal, the successful tenderer will be informed and the contract negotiated indicating the financial implications in the main being how and when payment will be made.
- f. In terms of Section 38 of the Supply Chain Management Policy the Council reserves the right to reject any proposal if any municipal rates and tariffs or municipal service charges owed by that Company owner or any of its directors to the municipality or municipal entity or to any other municipality or municipal entity are in arrears for more than 3 (three) months.
- g. Who in last 5 (five) years has failed to perform satisfactory on a previous contract with the municipality or municipal entity or any other organization of state after written notice was given to that Contractor that performance was unsatisfactory.
- h. Canvassing in gift of Council is strictly prohibited and will lead to disqualification of the Proposal
- i. Registration on the Councils Database will be compulsory for the successful bidder. This will only be required after final award of the tender.

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

- A. Valid tax clearance certificate (original) valid as at date of tender closing
- B. Updated proof of registration with CSD (within One Month)
- C. Rates Clearance certificate
- D. Workman's Compensation registration certificate
- E. Proof of professional indemnity – 5 Million
- F. Preferential Procurement Policy
- G. Declaration of interest
- H. Declaration of Bidders past Supply Chain Management practices
- I. Certificate of Independent Bid Determination
- J. Declaration certificate for local production and content for designated sectors
- K. Proof of signing authority

## 7. EVALUATION CRITERIA

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

## 8. VALIDITY PERIOD

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

## 9. COMPETENCE OF KEY PERSONNEL

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

## 10. PROJECTS AREA

**Projects will be located within 32 wards of Ingquza Hill Local Municipality** based on the approved projects for implementation.

## 11. PRICING OF ALLOCATED PROJECT

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

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

## **12. CONTRACT CONDITIONS**

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

## **13. INSPECTION**

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

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

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

## **15. COST OF TENDER**

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

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

### **General**

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

## **17. REMUNERATION**

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

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

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

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

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

## **19. PENALTIES**

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

**FORM OF ACCEPTANCE**

**IHLM/190/2025-26/ROADS**

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

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

**Name:**

**Capacity:**

**Address:**

**Tel:**

**Fax:**

**E-mail:**

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

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

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

**FORMS TO BE COMPLETED BY THE TENDERER COMPULSORY**

**DOCUMENTATION**

**COMPULSORY ENTERPRISE**

**QUESTIONNAIRE**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

- |   |  |
|---|--|
| a member of any municipal council                                     | 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 any provincial legislature                                | a member of an accounting authority of any national or provincial public entity  |
| a member of the National Assembly or the National Council of Province | an employee of Parliament or a provincial legislature  |
| a member of the board of directors of any municipal entity            |  |
| an official of any municipality or municipal entity                   |  |

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

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

\*insert separate page if necessary

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

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

- |   |  |
|---|--|
| a member of any municipal council                                     | 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 any provincial legislature                                | a member of an accounting authority of any national or provincial public entity  |
| a member of the National Assembly or the National Council of Province | an employee of Parliament or a provincial legislature  |
| a member of the board of directors of any municipal entity            |  |
| an official of any municipality or municipal entity                   |  |

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

\*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Enterprise name .....

**CERTIFICATE OF AUTHORITY**

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

<b>(I) SOLE PROPRIETOR</b>	<b>(II) CLOSE CORPORATION</b>	<b>(III) PARTNERSHIP</b>	<b>(IV) COMPANY</b>	<b>(V) JOINT VENTURE</b>

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

**(I) CERTIFICATE FOR SOLE PROPRIETOR**

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

business trading as:.....

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

**Date:** .....

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

**(II) CERTIFICATE FOR CLOSE CORPORATION**

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

**Signatures of Members:**

NAME	ADDRESS	SIGNATURE	DATE

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

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

**Date:** .....

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

**(III) CERTIFICATE FOR PARTNERSHIP**

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

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

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

our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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

**Date:** .....

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

**(IV) CERTIFICATE FOR COMPANY**

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

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

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

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

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

**Date:** .....

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

**(V) CERTIFICATE FOR JOINT VENTURE**

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

Mr/Ms .....,

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

Contract No. .... and any contract resulting from it on our behalf. This

authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of

all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY

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

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

**Date:** .....

**TAX CLEARANCE**

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

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

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

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

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

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

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

**ATTACH PROOF TO THIS PAGE**

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

**D PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION**

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

**ATTACH PROOF TO THIS PAGE**

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

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

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

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

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

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

---

---

**F. WORKMEN'S COMPENSATION**

**ATTACH PROOF TO THIS PAGE**

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

---

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

**ATTACH PROOF TO THIS PAGE**

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



**INGQUZA HILL**  
LOCAL MUNICIPALITY

**INGQUZA LOCAL MUNICIPALITY PREFERENTIAL  
PROCUREMENT POLICY**

**DECLARATION OF GOOD STANDING  
REGARDING TAX**

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

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

**PARTICULARS OF TAXPAYER/TENDERER**

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

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

**PREFERENCING SCHEDULE (DIRECT PREFERENCES)**

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

**MBD 1**

**MBD 2**

**MBD 4**

**MBD 5**

**MBD 7**

**MBD 8**

**MBD 9**

**MBD 1 – INGQUZA HILL LOCAL MUNICIPALITY**

**PART A**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	<b>IHLM/190/2025 -26/ROADS</b>	CLOSING DATE:	<b>17 JULY 2026</b>	CLOSING TIME:	<b>12:00 AM</b>
-------------	------------------------------------	---------------	---------------------	---------------	-----------------

DESCRIPTION	<b>Ingquza Hill Local Municipality invites tenders for the provision of professional Electrical Engineering Services to IHLM for a period 02 (TWO) years.</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**Supplier information**

Name of bidder					
----------------	--	--	--	--	--

Postal address					
----------------	--	--	--	--	--

Street address					
----------------	--	--	--	--	--

Telephone number	CODE		NUMBER	
------------------	------	--	--------	--

Cellphone number					
------------------	--	--	--	--	--

Facsimile number	CODE		NUMBER	
------------------	------	--	--------	--

E-mail address					
----------------	--	--	--	--	--

Vat registration number					
-------------------------	--	--	--	--	--

Supplier compliance status	Tax compliance system pin:		Or	Central database No:	supplier MAAA
----------------------------	----------------------------	--	----	----------------------	------------------

Are you the accredited representative in south africa for the goods /services /works offered?	Yes                      no [if yes enclose proof]	Are you a foreign based supplier for the goods /services /works offered?	Yes                      no [if yes, answer part b:3 ]
---	---	--	---

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
---	--

Contact person	<b>A. Ntongana</b>	CONTACT PERSON	<b>B. Tshitshi</b>
----------------	--------------------	----------------	--------------------

Telephone number	<b>039-252 0131</b>	TELEPHONE NUMBER	<b>039 – 252 0131</b>
------------------	---------------------	------------------	-----------------------

Facsimile number	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>
------------------	------------	------------------	------------

E-mail address	<a href="mailto:antongana@ihlm.gov.za">antongana@ihlm.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:btshitshi@ihlm.gov.za">btshitshi@ihlm.gov.za</a>
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*PART B*  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE:.....

**MBD 3.3 – INGQUZA HILL LOCAL MUNICIPALITY**

**PRICING SCHEDULE**  
(Professional Services)

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

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

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

1. The accompanying information must be used for the formulation of proposals.
  
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project. R.....
  
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
  
4. PERSON AND POSITION
 

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

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
<b>TOTAL: R.....</b>			

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

### Pricing schedule

Professional fee Percentage	
<b>Stages of services</b>	<b>Percentage of each stage</b>
Inception	
Concept and Viability	
Design Development	
Documentation and procurement	
Contract Administration and inspection	
Close-Out	

**MBD 4**

**1. DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

## MBD 6.1

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

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

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

#### GENERAL CONDITIONS

1. The following preference point systems are applicable to invitations to tender:

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

2. **To be completed by the organ of state**

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

The applicable preference point system for this tender is the 90/10 preference point system.

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

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

Price; and

Specific Goals.

4. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

#### DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

“**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

“**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

“**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) & \mathbf{or} & Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 5. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) & \mathbf{or} & Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 5.1. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Verification documents
Company owned by people who are youth (18-35 years)		5			CSD registration report/ ID Copy of the owner/ director registered
Company owned by people who are women		4			CSD registration report/ ID Copy of the owner/ director registered
Company owned by people who are living with disability		2			Letter from a medical practitioner
Company owned by black people		9			CSD registration report/ ID Copy of the owner/ director registered

**DECLARATION WITH REGARD TO COMPANY/FIRM**

Name of company/firm.....

Company registration number: .....

**TYPE OF COMPANY/ FIRM**

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

Non-Profit Company  
State Owned Company

[TICK APPLICABLE BOX]

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

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

**WITNESSES:**

1.....

2.....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....

.....

**MBD 7.2 – INGQUZA HILL LOCAL MUNICIPALITY**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) .....in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

**MBD 8 – INGQUZA HILL LOCAL MUNICIPALITY**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**MBD 8**

- 1 **This Standard Bidding Document must form part of all bids invited.**
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution’s supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alterampartem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes	No
4.2.1	If so, furnish particulars:	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:	<input type="checkbox"/>	<input type="checkbox"/>
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**MBD 9 – INGQUZA HILL LOCAL MUNICIPALITY**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD 9**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

References

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and tenders.  
<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.  
<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

---

PROOF OF SIGNING AUTHORITY

---

The Municipal Manager  
Ingquza Hill Local Municipality  
P.O. BOX 14  
FLAGSTAFF  
4810

**AFFIDAVIT**

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

\_\_\_\_\_

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

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

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

**AMENDMENTS OR QUALIFICATIONS BY TENDERER**

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

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

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



**INGQUZA HILL**  
LOCAL MUNICIPALITY

### **Ethics Commitment for Suppliers of the Ingquza Hill Local Municipality**

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

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

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

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

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

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

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

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

The bidder must attached appointment letters and fully referral letters oncompany letter head of previous employer with assessment bidder forms signed by client

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

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

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

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

### 7.3. ORGANIZATION LOGISTICS AND SUPPORT RESOURCES

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

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

#### **7.4. METHODOLOGY**

Attach Detail Programme on Microsoft Project showing the critical path

Attach Approach Methodology Statement

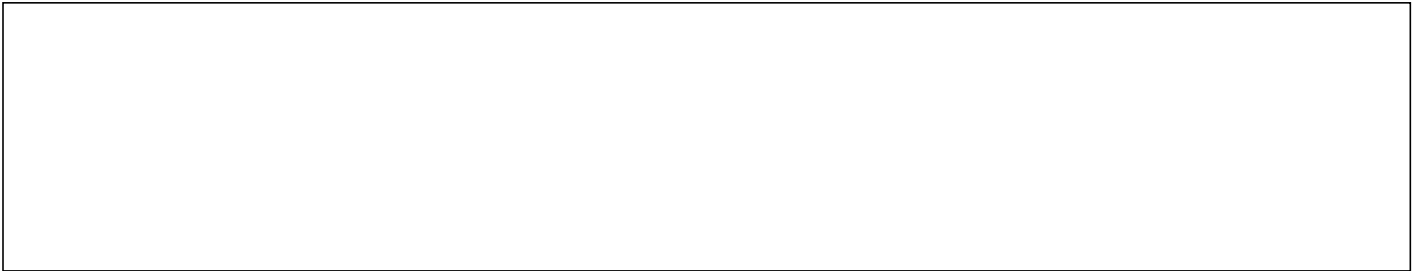
**SIGNED ON BEHALF OF TENDERER:** .....

**8. DRAFT SERVICE LEVEL AGREEMENT**



**CONTRACT**

**CONSULTANCY SERVICE**



CONTRACT NO:

**IHLM/190/2025-26/ROADS**

Contract relating to consultancy services

Made and entered into between

INGQUZA HILL LOCAL MUNICIPALITY

Herein represented by Mr. V.C MAKEDAMA in his capacity as Municipal Manager of the Ingquza Hill Local Municipality, (he being duly authorised hereto)

("Client") Of

the one part

AND

.....  
(Registration Number .....)

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

("Consultant") Of

the other part.

## GENERAL CONDITIONS OF CONTRACT

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SCHEDULE 1 : Scope of Works SCHEDULE

2: Form of acceptance SCHEDULE 3: Skills

transfer SCHEDULE 4: Environmental and

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SCHEDULE 5: Professional Indemnity Insurance

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

## 1. DEFINITIONS

In the Contract, except where the context otherwise requires-

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

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

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

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

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

1.9 'Legislative requirements' includes:

acts, ordinances, regulations, by-laws, order, awards, proclamations or any other enactment having the force of law in the Republic of South Africa and Ingquza Hill Local Municipality that are applicable to the Consultancy Services; and certificates, licences, consent v , permits, approvals and requirements of organization's having jurisdiction applicable to the Consultancy Services;

1.10. "Parties" means the Client and the Consultant;

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

"Client" means the Ingquza Hill Local Municipality (IHLM)

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

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

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

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

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

## 2. INTERPRETATION

2.1 In this agreement, words importing-

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

2.1.2. Any one gender, include the other genders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT

#### 3.1. Performance

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

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

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

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

- 3.1.4. promptly give written notice to the Client if and to the extent to which, the Consultant becomes aware that any documents or other information provided by the Client is ambiguous or inaccurate or is otherwise insufficient to enable the Consultant to carry out the Consultancy Services;
- 3.1.5. as soon as reasonably practicable after becoming aware of any matter or circumstance which may adversely affect or has adversely affected the scope, timing or performance of the Consultancy Services, give written notice to the Client detailing the matter or circumstances and its anticipated effect on the Consultancy Services;
- 3.1.6. comply with all legislative requirements in carrying out the Consultancy Services including but not limited to the Engineering Profession Act 46/2000 and all the relevant and applicable board notices as shall be published in Government Gazette from time to time;
- 3.1.7. except as required by law or provided by the Contract treat as confidential all records and Contract Material;
- 3.1.8. attend meetings and briefings reasonably required by the Client or the Project Manager;

### 3.2. TRAINING AND TRANSFER OF SKILLS

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

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

### 3.3. Commencement Date

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

### 3.4. Completion

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

### 3.5. Undertakings and Warranties

The Consultant warrants and undertakes to the Client that:

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

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

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

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

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

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

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

### 3.6. Standard of Conduct of Consultant

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

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

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

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

### 3.7. Independent Contract

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

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

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

### 3.8. Personnel

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

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

3.8.2.1. give notice to the Client;

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

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

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

### 3.9. Progress and Program

The Consultant must;

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

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

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

### 3.10. Subcontracting and Assignment

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

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

## 4. RESPONSIBILITIES AND OBLIGATIONS OF THE CLIENT

### 4.1. Performance

The Client with:

4.1.1. pay the Consultant in accordance with the Contract;

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

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

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

## 5. PAYMENT OF FEES AND DISBURSEMENTS

### 5.1. Normal fees and disbursements

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

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

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

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

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

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

## 6. PROJECT MANAGER

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

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

6.3. The Consultant must:

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

## 7. INTELLECTUAL PROPERTY

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

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

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

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

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

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

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

## 8. RECORDS AND CONTRACT MATERIAL

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

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

## 9. CONFLICT OF INTEREST

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

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

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

## 10. CONFIDENTIAL INFORMATION

Consultant must;

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

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

10.2.1. required by law; or

10.2.2. The Client's consent is obtained.

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

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

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

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

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

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

10.9. This clause survives the termination of the Contract.

## 11. NON SOLICITATION

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

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

or

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

## 12. DIRECTION AND VARIATION

### 12.1. Direction by Client

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

### 12.2. Variations

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

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

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

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

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

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

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

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

## 13. PENALTIES, SUSPENSION, DEFAULT, TERMINATION

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

## 13.2 Suspension

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

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

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

## 13.3 Termination due to Default by Consultant

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

13.3.2. A notice to rectify must:

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

13.3.2.2. specify the alleged breach in detail;

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

## 13.4 Termination on Notice

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

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

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

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

## 13.5 Termination on Default by Client

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

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

#### 13.6. Effect of Termination

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

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

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

### 14. DISPUTE RESOLUTION

#### 14.1. Notice of Dispute

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

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

#### 14.2. Mediation

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

#### 14.3. Arbitration

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

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

14.3.3. Except where the Parties otherwise agree in writing:

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

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

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

## 15. AMENDMENTS AND WAIVER

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

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

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

## 16. GOVERNING LAW

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

## 17. ENTIRE AGREEMENT

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

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

## 18. PRICING OF ALLOCATED PROJECT

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

## 19. CONTRACT CONDITIONS

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

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

20. NOTICES AND DOMICILIA

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

18.1.1. Client – 130 Main Street,  
18.1.2. P O Box 14, Flagstaff, 4810

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

19. Telephone number- Client – 039 252 0131  
Consultant –

Fax number – Client – N/A

Consultant –

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

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

21.1.1 be given in writing in the English language; and

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

21.2. Any notice so given –

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

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

21.2.3. If sent by telefax before 16h00 on a business day, will rebuttably be presumed to have been received on

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

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

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

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

witnesses:-

For: [INGQUZA HILL LOCAL MUNICIPALITY]

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

\_\_\_\_\_

Duly authorized representative,  
[INGQUZA HILL LOCAL  
MUNICIPALITY]

\_\_\_\_\_

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

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

As witnesses: -

For: [CONSULTING ENGINEERS]

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

Duly authorized representative,

---

CONSULTING ENGINEERS]

SCHEDULE 1: SCOPE OF WORKS

SCOPE PROVISIONS

The following documents form part of the agreement: -

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

Close-out

## DETAILED SCOPE OF WORK

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

Planning, studies, Investigation and Assessments

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

Consultation with the client or client's authorized representative.

Inspection of site of project.

Developing scope of work where required.

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

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

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

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

## Inception

Assist in developing a clear project brief.

Attend project initiation meeting.

Advise on procurement policy for the project.

Advise on the rights, constraints. Consents and approvals.

Define the services and scope of work required.

Conclude the terms of the agreement with the client.

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

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

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

## Concept and Viability (also termed Preliminary Design)

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

Agree documentation programme with other consultants if involved. Attend design and consultants meetings.

Establish the concept design criteria.

Prepare initial concept design and related programmes.

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

Establish regulatory authorities' requirements and incorporate into the design.

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

Establish access, utilities, services and connections required for the design.  
Prepare preliminary process designs – preliminary designs, and related documentation for approval by authorities and client and suitable for costing.  
Provides costs estimates and comment on life cycle costs as required.  
Liaise, co-operate and provide necessary information to the client and other consultants if involved.

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

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

Review documentation programme with other consultants involved. Attend design and consultants meetings.

Incorporate clients and authorities' detailed requirements into the design.

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

Prepare design development drawings including draft technical details and specifications. Review and evaluate design and outline specification and exercise cost control.

Prepare detailed estimates of construction cost.

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

#### Documentation and Procurement

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

Attend design and consultants meetings.

Prepare specifications and preambles for the works.

Accommodation services design.

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

Prepare documentation for the contractor procurement.

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

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

Evaluate tenders.

Prepare contract documentation for signature.

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

#### Contract Administration and Inspection

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

Attend site handover.

Carry out contract administration procedures in terms of the contract.

Prepare schedules of predicted cash flow

Prepare pro-active estimates of proposed variations for client decision making. Attend regular site, technical and progress meetings.

Review the contractor's quality control programme and advice and agree a quality assurance plan. Inspect the works for quality and conformity to contract documentation, not less than once every 2 weeks during the course of the works.

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

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

**Close-out**

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

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

**KEY DELIVERABLES**

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

Management meetings

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

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

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

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

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

Time frames for deliverables and penalties

As per approved programme as form part of the annexures.

Format of communication

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

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

Consultant's key persons

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

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

Leader:

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

be the primary contact person at the service provider and shall compile, receive and respond to all contractual communications between the service provider and the Employer

review, approve and sign all reports and drawings being submitted

attend all start-up meetings, site inspections and design discussion meetings

attend all Supply Chain meetings as described in Stage 4

attend all site clarification meetings

Project Designer:

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

Attend all start-up meetings, site inspections and design discussion meetings  
Carry out all detailed visual assessments

Inspect trial pits and trial trenches on site during investigations

Attend Supply chain meetings as described in Stage 4

Attend Site clarification Meetings

Advise on technical issues during construction contracts.

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

SCHEDULE 2: LETTER OF APPOINTMENT AND FROM OF OFFER

### SCHEDULE 3:

#### SKILL TRANSFER TO INGQUZA HILL LOCAL MUNICIPALITY OFFICIALS

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

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

#### Skills transfer aspects

Planning and studies : gathering of all information and data analysis

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

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

Contract administrations

The following conditions also apply.

Failure to transfer skills shall constitute breach of this contract

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

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

professional registered person be used to transfer skills

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

### SCHEDULE 4:

#### ENVIRONMENTAL AND SAFETY

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

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

SCHEDULE 5:

PROFESSIONAL INDEMNITY INSURANCE

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

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

SCHEDULE 6:

PROGRAMME OF WORK AS PER PROJECT MILESTONES