



SUNDAYS RIVER VALLEY MUNICIPALITY

BID No: SRVM 015/2019

**PROFESSIONAL SERVICE PROVIDERS(PSP) TO RENDER
MULTI-DISCIPLINARY SERVICES, COVERING CIVIL,
ELECTRICAL, STRUCTURAL, AND PROJECT MANAGEMENT
FOR A PERIOD OF THREE YEARS:**

TENDERER	
CATEGORY	
CONTACT NO.:	

ISSUED BY:

SUNDAYS RIVER VALLEY
MUNICIPALITY
MUNICIPAL OFFICES
32 MIDDLE TREET
KIRKWOOD
6120

Contact Person: Ms Linda Dyani
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Email:PA_Technical@srvm.gov.za

SUNDAYS RIVER VALLEY MUNICIPALITY

BID No: SRVM 015/2019

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PART T1: TENDERING PROCEDURES

T1.1 Tender Invitation

T1.2 Tender Data

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T1.1: TENDER INVITATION

The Sundays River Valley Municipality Local Municipality invites experienced tenderers to submit bids for the below tabulated;

BID NUMBER	BID NAME/DISCRPTION	POINTS ALLOCATION	BID CLOSING DATE & TIME
SRVM - 015/2019	Professional Service Providers (PSP) to render professional multi-disciplinary services covering: civil, electrical, structural, contract and project management for a period of three years.	80:20	07 AUGUST 2019 at 12H00

Completed bid documents are to be placed in a sealed envelope endorsed Panel of Professional service providers to render professional services : Civil, Electrical, Structural, Contract and Project Management for a period of three years-SRVM 015/2019 and must be deposited in the Bid Box, at the offices of the Sundays River Valley Municipality, Supply Chain Office, at 26 Mark Street, Kirkwood not later than 07 August 2019 at 12h00.

The bid documents will be available from the Municipality's website and the National Treasury E-tender website on the 5th of July 2019.

SUPPLIERS/SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- [a] Sundays River Valley Municipality Supply Chain Management Policy will apply;
- [b] Sundays River Valley Municipality does not bind itself to accept the lowest BID or any other BID and reserves the right to accept the whole or part of the BID;
- [c] Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, may not be accepted.
- [d] Price(s) quoted must be firm and must be inclusive of VAT.
- [e] A firm delivery period must be indicated.
- [f] bid.
- [f] The following compulsory documents must be submitted with the tender
 1. Valid Tax Clearance Certificate- OR Status Pin
 2. B-BBEE Certificate original or certified copy
 3. Certified ID Copies of Company Director(s)
 4. Completed MBD forms -1, 4, 6.1, 8 & 9
 5. Company registration Documents
 6. Municipal statement of Rates, Billing Clearance not older than three months or Lease Agreement.
- [g] Service providers must be registered on the Central Supplier Database.
- [H] Professional service providers must be registered with relevant professional bodies.

Failure to submit any of the above requested documents will invalidate your Bid and it will not be evaluated further.

EVALUATION CRITERIA PREFERENTIAL PROCUREMENT POINTS WILL BE AWARDED AS FOLLOWS

- Stage 1- Technical or Functional Evaluation
- Stage 2- Price and BBBEE Points

Only Bidders who score 70% or more on stage 1 will be evaluated further and be eligible for the award.

Enquires related to this Bid can be directed to: nzuzomb@gmail.com or 042 230 7703 or lindamagquntulu@yahoo.com or 042 230 7762

SCM enquiries can be directed to: patuxolob@srvm.gov.za or 042 230 7742 or vuvub@srvm.gov.za or 042 230 7743

T 1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org).

Clause	Description
F. 1.1	<p>The Employer is: Sundays River Valley Municipality</p> <p>Address: 31 Middle Street, Kirkwood, 6120</p>
F.1.2	<p>The Tender documents issued by the Employer comprise of 3 Volumes i.e. the following documents:</p> <p>Volume 1 – Part T1: Tendering Procedures.</p> <p>T1.1 Tender Notice and invitation to tender</p> <p>T1.2 Tender Data</p> <p>Volume 2 –Part T2: Returnable Schedules</p> <p>T2.1 List of Returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Volume 3 – Part C1: The Contract</p> <p>Data Part C1: Agreement & Contract</p> <p>Data C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Schedule of Rates — Latest ECSA & SACAP Scale of Fees & Tariffs (as per Government Gazette) will be issued during implementation phase</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p>
F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the Returnable documents are deemed to be part of these tender conditions.</p>
F.1.4	<p>The Employer's Agent for Technical Information is:</p> <p>Name: Ms. L Dyani</p> <p>Tel: 042 230 7768</p> <p>E-mail Address: PA_Technical@srvm.gov.za</p>

F.1.5.1 Reject or accept

The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.2.1 Eligibility

Only those Tenderers who have in their management and employment suitably registered Professional Persons in accordance with the relevant South African legislature for Professionally Registered Persons and in terms of the relevant professional bodies, are eligible to submit tenders

F.2.1.4 Support Resources

The Tenderer must indicate resources they intend allocating to this project when requested to do by the employer at any time

F.2.1.5 Professional Indemnity Insurance

The employer shall not award a contract to any tenderer that does not hold a valid professional indemnity insurance

F.2.4 Confidentiality and copyright

The Tenderer must treat as confidential all matters arising in connection with this tender, Use this copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F2.6 Acknowledge Addenda

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

F.2.7 Compulsory briefing not applicable in this bid

F.2.10 Pricing the tender

When approached for Request for Proposals (RFPs), PSPs will be expected to price their proposals using the latest gazetted tariff fees (Government Gazette) relevant to the scope of work.

F.2.11 Alterations to documents;

The Tenderer must take note of the following;

- a) "No alterations, additions and reductions must be made to the tender document issued by the Employer.
- b) No document must be unbounded or unbundled and other documents which were not part of the document added.

CLAUSE	DESCRIPTION
	<p>c) All additional documents not requested by the employer and the tenderer feels that they might be important, they must be placed in a separate enveloped and be clearly marked "Optional</p>
	<p>Additional Documents"</p>
	<p>d) All signatories to the tender offer shall initial all such alterations.</p>
	<p>e) Erasures and the use of masking fluid are prohibited.</p>
F.2.12	<p>Alternative tender offers</p>
	<p>No alternative tender offers will be accepted.</p>
F2.13.	<p>Submitting tender offer:</p>
	<p>A two-envelope procedure will not be followed</p>
	<p>a) Return all three (3) volumes binded together with a document binder or file after completing them entirely in a sealed envelope with the requested attachments</p>
	<p>b) All attachments requested must be binded together and submitted as such together with the tender document clearly marker "Tender No: 015/2019 Professional Service providers (PSP) to render professional multi-disciplinary services, covering civil, electrical, structural contracts and project management for a period of three years</p>
	<p>c) Tenders must be signed by a person duly authorized to do so</p>
	<p>d) Tenders submitted by Joint Ventures or Consortiums / Partnerships shall be accompanied by the document of formation of such entities</p>
	<p>e) All tender documents shall be completed in black ink and in case of a mistake or an error, a line must be drawn through the error and authorized full signature and date must be attached.</p>
F.2.13.5	<p>The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:</p>
	<p>Tender No: SRVM 015/2019 Professional Service providers (PSP) to render professional multi-disciplinary services, covering civil, electrical, structural contracts and project management for a period of three years.</p>
F.2.13.9	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.14	<p>The Tenderer must accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
F2.15	<p>Closing date and time:</p>
	<p>Closing date: 07 August 2019</p>
	<p>Closing Time: 12h00</p>
	<p>Location of Tender box: 26 Mark</p>
	<p>Street, Kirkwood, 6120</p>

F.2.16 The Tender offer validity period is not applicable as this is a 3 year panel.

- F.2.23 The following actions are unacceptable and warrant an automatic disqualification:
- Non registration in the Centralized Supplier Database (CSD) at National Treasury
 - Non-submission of returnable schedules or not submitting in the required format
 - If tender does not comply with minimum functionality criteria
 - Non-registration of Professionals with relevant professional bodies
 - No valid or required minimum PI Insurance for a tendered Category
 - Companies submitting more than one (1) tender or involved in more than one Joint Venture.

F.3.3. All late tenders will immediately be disqualified.

All Tender offers received will be published in the DWS website.

F. 3.4

F.3.11.1 Evaluation of Tenders

Tenders will be evaluated in accordance with the evaluation criteria as stipulated in the Tender Data. The capacity and the capability of tenderers who submitted offers will be established and those that did not have the capability and capacity to carry out the contract will be eliminated.

(a) Administrative compliance

Bidders are required to comply with the following. - Failure to comply may lead to disqualification of the bid.

No	Requirement	Yes	No
1	Valid Registration in the Centralized Supplier Database (CSD) at National Treasury		
2	Company submitted registration certificate issued by the Companies and intellectual Property Commission (CIPC) (to be verified through CSD)		
3	Company submitted proof of Ownership and Shareholding with relevant certified ID documentation (to be verified through CSD)		
4	MBD forms MBD 1,4,6.1, 8 & 9		
5	Tax compliance (to be verified through CSD and SARS)		
6	Company submitted Municipal Account not older than 3 months or valid Lease Agreement		
7	Company submitted latest annual financial statement, issued in terms of the Companies Act of 2008.		

(b) Phase 1: Mandatory compliance

Firstly, the assessment of completeness and responsiveness (General Acceptability) will be done in terms of the Eligibility evaluation criteria. A bid will be disqualified if it fails to comply with the General Acceptability as per the bid invitation: The following criteria are set and all criteria must be met in order to proceed to the next stage.

- 1 Company submitted detailed Company Profile including CV's and Certified qualifications
- 2 Company submitted proof of valid and current Professional indemnity insurance (Reference Table 1 on Page 6 for minimum PI Insurance required from Accredited Financial Service Provider
- 3 Professionals must be registered with a recognized professional body certified registration certificates must be submitted

(c) Stage 2: Technical **(Civil, Structural, Electrical and Project Managers)**

Secondly, the assessment of functionality must be done in terms of the functionality evaluation criteria and the minimum threshold. A bid must be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and Functionality points will be allocated as follows for solicitation of bids from Civil&

Structural; Electrical Engineering, Contract and project managers.

REF	FUNCTIONALITY CRITERIA	POINTS ALLOCATION
	<p>1. Project Specific Expertise within the Employ of the Tenderer</p> <p>Technical Expertise (CV's & Qualification Certificates to be provided) Required expertise for this category:</p> <ul style="list-style-type: none"> • Civil Engineers (roads and storm water, water and sanitation, recreational facilities) • Structural Engineers (buildings) • Mechanical Engineers (pumps stations, boreholes, water and sanitations treatment plants) • Electrical Engineer (bulk & internal reticulation) • Environmental Management • Occupational Health & Safety • Town Planning • Project Management (Construction Project management) <p>1.1 2 x Professional Engineer / Technologist (Structural)</p> <p>1.2 2 x Professional Engineer / Technologist (Civil) must specialized in urban/water/transportation</p> <p>1.3 2 x Professional Engineer / Technologist (Electrical)</p> <p>1.4 2 x Professional Engineer / Technologist (Mechanical)</p> <p>1.5 1 x Professional Construction Project Managers</p> <p>2 Technical and Support Staff (minimum personnel as indicated)</p> <p>2.1 3 x Technicians</p> <p>2.2 3 x Draughts Persons / CAD Operators</p> <p>2.3 2 x Safety Agents</p> <p>2.7 2 x Quantity Surveyors</p> <p>2.8 1 x Environmentalist</p> <p>2.9 1 x Engineering Geologist</p> <p>3 Company Registration with Professional Body</p> <p>3.1 Registration with CESA as Consultant</p> <p>4 Track Record and Experience</p> <p>5.1 Monitoring of three (3) Projects of the range of R 1 million to 5 million within the specialized category</p> <p>5.2 Monitoring of three (3) Projects of the range of R 6 million to 10 million 'within the specialized category</p> <p>5.3 Monitoring of three (3) Projects greater than R 10 million within the specialized category</p>	<p>Max 20</p> <p>4</p> <p>4</p> <p>4</p> <p>4</p> <p>4</p> <p>Max 20</p> <p>3</p> <p>3</p> <p>2</p> <p>2</p> <p>1</p> <p>2</p> <p>Max 20</p> <p>20</p> <p>Max40</p> <p>10</p> <p>12</p> <p>18</p>

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ADDITIONAL CONDITIONS OF TENDER
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The additional conditions of tender are:

Clause	Wording
T.1.2.4.1	<p>Claims arising after Submission of Tender</p> <p>No claims for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> 1) Inspected the Contract Drawings and read carefully understood the Conditions of Contract 2) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. 3) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby. 4) Requested the Employer or his duly authorized agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the tenderer. <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.]</p>
T.1.2.4.2	<p>Imbalances in Tendered Rates</p> <p>In the event of tendered rates or lump sums being declared by the employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.</p> <p>Should the Tenderer fail to amend the Tender in a manner acceptable to the employer the employer may reject the Tender.</p>

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Clause	Wording
T.1.2.4.3	<p>Invalid Tenders</p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none">a) If the tender offer is not submitted on the Form of offer and Acceptance bound into his tender document (form Letter of Tender C1.1);b) If the tender is not completed in non-erasable ink;c) If the offer has not been signed;d) If the offer is signed, but the name of the tenderer as submitted.
T.1.2.4.4	<p>Negotiations with Preferred Tenderers</p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <ul style="list-style-type: none">a) Does not allow any preferred tenderer a second or unfair opportunityb) Is not to the detriment of any other tenderer; andc) Does not lead to a higher price than the tender as submitted. <p>Minutes of any such negotiations shall be kept for record purposes</p>
T.1.2.4.5i	<p>General Supply Chain Management Conditions Applicable to Tenders</p> <p>This tender will be evaluated in terms of the Sundays River Valley Municipality's Supply Management Policy, as adopted by Council</p>
T.1.2.4.6	<p>Combating Abuse of the Supply Chain Management Policy</p> <p>The Tender shall complete all the MBD forms in this Document.</p>
T.1.2.4.7	<p>UIF Payments</p> <p>The Tenderer shall submit to the Employer a letter from the department of Labour indicating his/her good standing with regard to UIF payments upon being requested to do so.</p>
T.1.2.4.8	<p>Registration with the Bargaining Council</p> <p>Tenderers must be registered with a relevant Bargaining Council (if such be in place) and provide the applicable Certificate of compliance in terms of the relevant Government Gazette.</p>

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PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

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T2.1: LIST OF RETURNABLE DOCUMENTS

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

**1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES
(Included hereafter for completion)**

- Schedule: 1A Authority for Signatory
- Schedule: 1B Letter of Good Standing with Workmen's Compensation Commissioner
- Schedule: 1C Joint Venture Disclosure Form
- Schedule: 1D Certificate of Attendance at Clarification Meeting
- Schedule: 1E Record of Addenda to Tender Documents
- Schedule: 1F Professional Team for this project
- Schedule: 1G Schedule of Tenderer's experience
- Schedule: 1H Details of Experience of Registered Engineer that will lead the project team
- Schedule: 1I Declaration of Interest (MBD 4)
- Schedule: 1J CSD Summary Report
- Schedule: 1K Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)
- Schedule: 1L 8) Certificate of Independent Tender Determination (MBD 9)
- Schedule: 1M Compulsory Enterprise Questionnaire
- Schedule: 1N Particulars of Tenderer

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)

- Schedule :2A Documents of Incorporation
- Schedule : 2B Tax Clearance Certificate
- Schedule :2C Original or certified valid B-BBEE Certificate
- Schedule : 2D Member's ID copies
- Schedule: 2E Municipal Statement or billing

**3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT
(to be attached with submission)**

- Schedule : 3A Curriculum Vitae of Personnel (All shown in Organogram)
- Schedule:3B Registered design and drafting software

4. **OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**
- C1 Form of Offer and Acceptance
- C2 Scope of Work

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SCHEDULE 1A: AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box (x) hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. 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 authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses :

1. Chairman
2. Date

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with the tender for Contract 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

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company,acting in the capacity of lead partner, to sign all documents in connection with the tender offerfor contract and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

Note:

A Copy of the Joint Venture Agreement showing Clearly the percentage contribution of each partner to the joint venture shall be appended to the schedule.

D. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as

As witnesses:

- 1. Signature : Sole owner
- 2. Date

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E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Msacting in the capacity of, to sign all documents in connection with the tender for Contract 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 who rests the direction of the affairs of the Partnership as a whole.

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**SCHEDULE 1B: LETTER OF GOOD STANDING WITH WORKMEN'S COMPENSATION
COMMISSIONER**

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SCHEDULE 1C: JOINT VENTURE DISCLOSURE FORM

General

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) The contribution of capital and equipment
 - b) Work items to be performed by the affirmable joint venture partner's own forces
 - c) Work items to be performed under the supervision of the affirmable joint venture partner
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control
- iv) ABE partners must complete ABE Declaration affidavits
- v) The joint venture must be formalized. All pages of the joint venture agreement must be signed by all the parties concerned. A letter / notice of intention to formalize a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name.....
- b) Postal Address.....
- c) Physical Address.....

- d) Telephone.....
- e) Fax.....

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SCHEDULE 1D : CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of.....

.....(address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

.....(location) on(date), starting at

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name

Capacity

Signature

Name

Capacity

Signature

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name

Capacity

Signature

Date & Time

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SCHEDULE 1E: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer :		
No.	Date	Title or Details
1.		
2.		
4.		
6.		
7.		
10.		

(Attach additional pages if more space is required)

Tenderer

Signed

Date.....

Name

Position.....

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SCHEDULE 1F: PROFESSIONAL TEAM FOR THIS PROJECT
--

NAME AND SURNAME	REGISTERED TITLE IN RESPECT OF THE ENGINEERING ACT	SPECIALISED FIELD
” Other		
“ Other		

” To be filled in by Tenderer

Signed	Date
Name	Position
Tenderer	

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SCHEDULE 1G : SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves for government:

Employee Number	Employer, contact person and telephone number(Only Landline)	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed
1.				
2.				
4.				
6.				
7.				
B.				
10.				

Signed

Date

Name

Position

Tenderer

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SCHEDULE 1H: DETAILS OF EXPERIENCE OF THE REGISTERED ENGINEER THAT WILL BE LEADING THE PROJECT TEAM

The following is a statement of similar work successfully executed by myself/ourselves:

Employee Number	Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed
1.				
2.				
3.				
4.				
6.				
7.				
8.				
9.				
10.				

Signed

Date

Name

Position

Tenderer

SCHEDULE 11 : DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state', or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized

representative declare his/her position in relation to the evaluating/adjudicating authority where-
the bidder is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholders):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:.....

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

"State" means —

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: Name of state institution at which you or the person connected to the bidder is employed

Position occupied in the state institution:

Any other particulars:

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

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

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

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

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

2.8.1 If so, furnish particulars:
.....

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

2.9.1 If so, furnish particulars.

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

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

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

4 DECLARATION

I, THE UNDERSIGNED (NAPIE).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 1J: CSD SUMMARY REPORT

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 1K: DECLARATION OF TENDER'S SUPPLY CHAIN MANAGEMENT PRACTISES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's/municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers " companies or persons prohibited from doing business with the public sector? YES/NO
(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alterani parteni* rule was applied).

The Database of Restricted Suppliers now resides on the National Treasury's website and can be accessed by clicking on its link at the bottom of the home page.
 - 4.1.1 If so, furnish particulars:
 - 4.3 Is the bidder or any of its directors listed on the Register for Tender Defaulters in section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 Of 2004) Yes No
The Register for Tender Defaulters can be accessed on the National Treasury website by clicking on its link at the bottom of the home page.

Returnable Schedules

4.2.1 If so, furnish particulars:

t.3 Was the bidder or any of its directors convicted by a court of law (including a court of Law outside the Republic of South Africa) for fraud or corruption during the past Yes No

4.3.1 If so, furnish particulars:

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? Yes No
 |

4.4.1 if so, furnish particulars:

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? Yes No

4.7.1 If so, furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM 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

SCHEDULE 1L: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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* 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.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 1M: 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: Nama of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB 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 or has been within the last 12 months in the service of any of the following:

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

If any of the above **boxes are marked, disclose the** following: (insert separate page if necessary)

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 t2 months

* Insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or

has been within the last 12 months been in the service of any of the following:

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

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

*Insert separate page if necessary

The undersigned, *wt/o* warrants that he/she is duly authorized 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 the 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 appears, 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 (he 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 _____

SUNDAYS RIVER VALLEY MUNICIPALITY
BID NO: SRVM 015/2019

SCHEDULE 1N: PARTICULARS OF TENDERER

Tenderer:.....

Address:

.....
.....

Contact Person:

Telephone Number:

Fax Number:

Bank:.....

Branch:

Name of Cheque Account:

Cheque Account Number:

Contact Person:

Telephone Number:.....

Guarantee:

Branch:

Contact Person:.....

Telephone Number.....

VAT Registration No:

Attach original Tax Clearance Certificate to this page

Attach a letter from your bank to this page clearly stating your financial rating according to the codes on page ii, which must also be completed.

.....

DATE

.....

SIGNATURE OF TENDERER

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 2A: DOCUMENTS OF INCORPORATION

The tenderer must attach to this page a copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 2B: TAX CLEARANCE CERTIFICATE

The tenderer must attach to this page an original South African Revenue Services Tax Clearance Certificate in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a Tax Clearance Certificate for each of the joint venture partners.

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 2 C: PROOF OF B-BBEE CERTIFICATION

The tenderer must attach to this page a required proof of B-BBEE certificate.

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 2D: MEMBERS CERTIFIED ID COPIES

The tenderer must attach to this page the required members' certified ID copies.

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 2 E: MUNICIPAL BILLING

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 3A: CURRICULUM VITAE OF PERSONNEL

The Tenderer must attach to this page, copies of CVs for the key management personnel such as the contracts manager, site agent, and foremen who will be responsible for managing the contract works, as reflected in the Organogram.

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

SCHEDULE 3B: REGISTERED DESIGN AND DRAFTING SOFTWARE

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

C1.1: FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

PROFESSIONAL SERVICE PROVIDERS TO RENDER PROFESSIONAL MULTI-DISCIPLINARY SERVICES (PSP) COVERING CIVIL, ELECTRICAL, STRUCTURAL CONTRACTS AND PROJECT MANAGEMENT FFOR A PERIOD OF THREE YEARS:

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

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

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

Signature(s)

Name(s)

Capacity

for the Tenderer
(Name and address of organization)

Name and signature
of witness

Date

2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in

Part C1: Agreements and contract data (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C 3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now service provider), within five (5) working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer Sundays River Valley Municipality
31 Middle
Street
Kirkwood
6120
Tel: 042 230 7700

Name and signature
of witness

Date

3. SCHEDULE OF DEVIATIONS

Notes:

- 1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
- 4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

- 1. Subject
Details
- 2. Subject
Details
- 3. Subject
Details
- 4. Subject
Details
- 5. Subject
Details

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

C1.2: CONTRACT DATA

CONTRACT SPECIFIC DATA PROVIDED BY THE EMPLOYER

The following contract specific data, referring to the Standard Professional Services Contract, Third Edition of CIDB, 2009, are applicable to this Contract: CIDB document 1014. Each item of data given below is cross-referenced to the clause in the conditions of contract to which it mainly applies

Copies of these conditions of contract may be obtained on the tenderer's own cost from the CIDB website: www.cidb.org.za

	The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.
1	The Employer is Sundays River Valley Municipality
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	TENDER 015/2019: PROFESSIONAL SERVICE PROVIDERS TO RENDER PROFESSIONAL MULTI-DISCIPLINARY SERVICES (PSP) COVERING CIVIL, ELECTRICAL, STRUCTURAL CONTRACTS AND PROJECT MANAGEMENT FOR A PERIOD OF THREE YEARS:
1	Key Persons: The project manager for a project that stem out of this contract must be a Professional Engineer or Professional Engineering Technologist, who will lead the team assigned to execute this contract. The rest of the team must have civil engineering qualifications.
3.4 AND 4.3.2	The authorized and designated representative of the Employer is the Sundays River Valley Municipality's project manager, details of whom are as indicated in TI.1 Notice and Invitation to Tender
3.4.1	Communication shall be by e-mail to PA_Technical@srvm.gov.za or hand delivered to 05 Kerk Straat, Kirkwood: Project Manager/Mrs L Dyani
3.5	The Services shall be executed in the Service Provider's own office and on the Project site that would be described in the brief when the need arise. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.12.1	Period of Performance shall be sub dividable in separate target dates according to the programme to be submitted in terms of clause 3.15 hereof. A Penalty amount of R5000 per day will be applicable per target date, to a maximum equal to R 300 000, after which the contract may be terminated.
3.15.1	A programme for the performance of the Service shall be submitted by the Service Provider to Sundays River Valley Municipality's project manager, within a period of two (2) weeks following the briefing meeting when the need arise and appointed for a specific project The programme will be the result of the co-ordination of all deliverables and shall be in sufficient detail describing key milestones, events and activities linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events would be listed based on the Scope of Services of the specific project
3.16.2	The time base fees shall not be adjusted (or inflation
4.1.1	Briefing meeting: The Sundays River Valley Municipality's project manager shall arrange a briefing meeting, compulsory for the appointed Service Provider, as soon as practicable after the appointment to commence with the Services, the Sundays River Valley Municipality's project manager will verbally brief the appointed service provider comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.
4.4	There are no others Services providers on this Project
5.4.1	The service provider will be required to provide professional indemnity insurance cover

5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: Travelling for which payment will be claimed, Travelling and subsistence arrangements and tariffs of charges; Deviate from the final programme as in clause 3.15.1 above; Deviate from the programme (delayed or earlier); Deviate from or change the Scope of Services; Change Key Personnel on the Service</p>
5.5(C)	<p>Exclusion of authority/powers The Service Provider's authority to <i>act and/or</i> to execute <i>functions</i> or duties is excluded in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the GCC conditions of contract.</p> <p>1.1 Appointment of nominated subcontractors; 1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time;</p> <p>1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration; 1.4 Rulings on claims and disputes; 1.5 Suspension of the works; 1.6 Final payment certificate; 1.7 Issuing of mora notices to the contractor; 1.8 Cancellation of the contract between the Employer and contractor.</p> <p>Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information.</p> <p>2 Limitation of authority/powers</p> <p>The Service Provider's authority is limited in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of:</p> <p>2.1 Institution of or opposing litigation; 2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project; 2.3 Instructions to embark on dayworks; 24 Dayworks <i>rates</i>; 2.5 Material quotes relating to dayworks;</p>

	<p>2.6 Adjustment of general items relating to dayworks; 2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.</p> <p>In respect of the matters listed in 2.1 to 2.10 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract. Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.15 above (see C3 Scope of Services).
8.4.3(C)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4/12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
136	The provisions of 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".

SUNDAYS RIVER VALLEY MUNICIPALITY

BID NO: SRVM 015/2019

PART C 3 SCOPE OF WORKS

List of Returnable Documents

C3.1 -1

TERMS OF REFERENCE

1. Background

1.1 The legislative mandate of local government requires that the area under its jurisdiction must be developed socially and economically. It is obligatory for the municipality to develop new infrastructures and maintain existing ones. The municipality will need suitable professionals to design, develop, supervise, construct and maintain infrastructure assets, comprising of buildings, dams, pipelines, pump stations, Waste Water Treatment Plants, roads, Electricity and associated infrastructure etc.

1.2 The purpose of this tender is to appoint Professional Service Providers (PSP's) from proven experienced, qualified companies to render multi-disciplinary Professional Civil-, Structural-, Electrical Engineering, Contract and Project Management Services on an as-and-when required basis for a period of 3 years.

2. Special Conditions

- More than one service provider will be appointed to supply these services, i.e. a panel of service providers will be appointed for each category.
 - Tenderers to submit a tender to provide the listed disciplines (Consortiums may be formed)
1. Civil Engineering Services
 2. Structural Engineering Services
 3. Electrical Engineering Services
 4. Project and Contract Management Services
- Sundays River Valley Municipality will allow PSP's to make use of outsourced specialist consultants where the required expertise is not available within the company; provided that such personnel is qualified and registered at the relevant institutions. Sundays River Valley Municipality reserves the right to approve such specialist outsourced consultants.
 - Appointed PSP's will be reimbursed for tasks such as (but not limited to) Viability Investigations; Preparation of Business Plans; Facility Maintenance Investigation Reports; Operational Reports, Project Audits, etc on a Time-Based fee as per the relevant institution Tariff of Fees.
 - Sundays River Valley Municipality reserves the right to appoint any number of responsive consultants for each of the categories.
 - Tenderers may only tender under 1 (one) company or 1 (one) consortium — more than 1 (one) submission will result in immediate disqualification.
 - Tenderers to indicate which categories are being tendered for on the cover page. Tenderers may not tender for more than 2 (two) category.

Table 1 : Category Selection

CATEGORY	PROJECTS WITH A VALUE WITHIN	REQUIRED PI INSURANCE (PER ANNUM)	INDICATE YES/NO
1	R0 up to R10,0 million	R2,0 million	
2	>R10 million up to R50 million	R5,0 million	
3	>R50,0 million up to R100 million	R10,0 million	
4	»R100 million up to R250 million	R25,0 million	
5	»R250 million up to R500 million	R35,0 million	
6	»R500 million - unlimited	R50,0 million	

Many companies receive tenders and contracts but are not successful and that many Joint Venture Companies (JVC) use front HDI's, and transfer of skills never take place. It is further experienced that after signing of the Service Agreement, the HDI's companies disappear from the radar. We as a country need to build reliable and strong Professional Engineering companies that grow fast and support the country. Sundays River Valley Municipality will monitor and evaluate the growth of small emerging companies and their investment in the development of human resource skills.

Preference will be given to companies and consortiums with a maximum level One (1) BBBEE contributor. Sundays River Valley Municipality reserves the right to assign work to any successful company or consortium. Successful tenderers will not automatically be guaranteed work as the panel will be used on the as-and-when needed basis

1. Scope of Services

The Consultant will carry out the complete engineering services related to the project and contract management. The appointed consultant will execute various stages of project management as per CESA guidelines (clause 5) i.e.:

- Project inception
- Preliminary design (concept and viability),
- Detailed design
- Documentation and procurement
- Contract Administration and Inspection (level 1)
- Close Out

Any additional services will be officially agreed with between the consulting engineer and the Municipality. The agreement on the scope of services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered. The prospective bidders are advised to conduct site visit and find out other necessary details to meet the specific needs of the project.

2 CESA guidelines in terms of Engineering Profession Act, 2000 (Act No 46 of 2000)

2.1. Definition

In this Schedule, any word or expression defined in the Act has that meaning, unless the context otherwise indicates:

- (1) Agreement means the Letter of Appointment/Acceptance or the Professional Services Contract.
- (2) Client means any juristic person or organ of the State engaging a consulting engineer for services on a project. In this specific context refers to Koukamma Local Municipality
- (3) Construction monitoring means the process of administering the construction contract and over-seeing and/or inspecting the works, to the extent of the consulting engineer's engagement, for the purpose of verification that the works are being completed in accordance with the requirements of the contract that the designs are being correctly interpreted and that appropriate construction techniques are being utilized. Construction monitoring, to whatever extent, shall not diminish the contractor's responsibility for executing and completing the works in accordance with his contract.
- (4) Consulting engineer for purposes of these rules only, means any professional registered in terms of the Act, or a juristic person who employs such professional, engaged by a client on a project.
- (5) Contractor means any person or a juristic person under contract to a client to perform the works or part of it on a project, including a subcontractor under contract to such contractor.

2.2. Normal Services

2.2.1. Stage 1— Inception

The stage includes establishment of client requirements and preferences, assess user needs and options, and establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies. The appointed professional service provider will:

1. Assist in developing a clear project brief.
2. Co-ordinate and attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.

5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly.
10. Provide necessary information within the agreed scope of the project to other consultants involved.

The deliverables in this stage includes submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:

- Agreed scope of services and scope of work.
- Signed agreement.
- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals.

2.2.2. Stage 2 — Preliminary Design: Concept and Viability

The consulting engineer will be expected to prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability study/assessment of the project. Following the client's instructions to proceed with the development of preliminary proposals or the basic planning of the project, comprising all or any of the following:

1. Agree documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.
5. Advice to the client as to the regulatory and statutory requirements, including environmental management and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arranging for these to be carried out at the client's expense. This advice is to be presented by the consulting engineer based on the interpretation of the results of these tests and investigations including geotechnical and/or foundation investigations, in a report containing recommendations to be applied to and incorporated in designs. The consulting engineer will also take the environmental management plan into account for the full life cycle of the project where necessary.
6. Preparation and submission to the client of any preliminary plans, drawings and estimates required for seeking the approval of statutory authorities and the client.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design of the project.
9. Coordinate design interfaces with other consultants involved when required.
10. Prepare process designs (where required), preliminary designs including preliminary drawings and plans, and related documentation for approval by authorities and client, including costing of the aforementioned.
11. Provide cost estimates and life cycle costs including financial implications and preliminary programmes.
12. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved. The deliverables in this stage includes submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:
 - Concept design report.
 - Schedule of required surveys, tests and other investigations and related reports.
 - Process design report.
 - Preliminary design report.

- Cost estimates, concept and viability reports which include all or any of the above.

2.2.3. Stage 3 — Detail Design

Finalize the design, outline specifications, cost plan, financial viability and programme for the project.

1. Review documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Incorporate client's and authorities' detailed requirements into the design.
4. Incorporate other consultant's designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Prepare detail designs, and design drawings including draft technical details and specifications:
 - In the case of reinforced concrete works, drawings must include bending schedules.
 - In the case of structural steel works, drawings and details provided by the consulting engineer must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts and welding, to such an extent that no further designs by contractor(s) or other parties are required. The consulting engineer need not provide shop drawings for the manufacture of the structural steel works.
7. Review and evaluate design, specifications and estimates of the cost of works in order to finalize the detail design stage.
8. Advise the client on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor.
9. Liaise, co-operate and provide necessary information to the other consultants involved where necessary.
10. Submit the necessary design documentation to local and other authorities for approval and obtain said approval or alternatively for record purposes where approval is not required by Building Regulations.
11. Accommodate services design.

The deliverables in this stage includes submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:

- Detail design drawings.
- Outline specifications.
- Local and other authority submission drawings, reports and approvals.
- Detailed estimates of construction costs.

2.2.4. Stage 4 - Documentation and Procurement

The consulting engineer will be expected to prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project. Activities in this stage include:

1. Prepare and finalize specifications, schedule of quantities and preambles for the works.

2. Submission of detailed estimates, capital and life cycle costs, financial implications and programmes for implementation of the works.
3. Reaffirm detailed cost estimates and adjust designs and documents if necessary to remain within approved budget.
4. Prepare and finalize the procurement strategy for contractor(s).
5. Prepare documentation for contractor procurement.
6. Assist in calling for tenders/bids and/or negotiation of prices and/or assist the principal consultant where relevant.
7. Liaise, co-operate and provide necessary information to the other consultants as required.
8. Assist in the evaluation of tenders/bids.
9. Assist with the preparation of contract documentation for signature.
10. Assess samples and products for compliance and design intent.
11. Advise the client on any alternative designs and tenders, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor.
12. Placing orders for the works on behalf of the client.

The deliverables in this stage includes submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:

- Finalized Specifications.
- Service co-ordination.
- Detail design drawings.
- Tender/bid documentation.
- Tender/bid evaluation and report.
- Tender/bid recommendation.
- Priced contract documentation.

2.2.5. Stage 5 - Contract Administration and Inspection

This stage entails management, administration and monitoring of the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. The activities include:

1. Attend site handover.
2. Issuing of construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
3. Execute the contract administration in terms of the contract between the client and the contractor.
4. (Prepare schedules of predicted cash flow.
5. Prepare pro-active estimates of proposed variations for client decision making.
6. Preparation of and issuing Variation orders on behalf of and after consultation with the client.
7. Attend regular site, technical and progress meetings.
8. Inspect works for conformity to contract documentation.
9. Adjudicate and resolve financial claims by contractor(s).
10. Assist in the resolution of contractual claims by the contractor.
11. Assist the client in the resolution of disputes or differences that may arise between the client and the contractor, except mediation, arbitration and/or litigation.
12. Establish and maintain a financial control system.
13. Clarify details and descriptions during construction as required.

14. Assist and/or prepare valuations for payment certificates to be issued by the principal agent.
15. Witness and review of all tests and mock ups carried out both on and off site.
16. Check and approve contractor drawings for design intent.
17. Update and issue drawings and drawings register.
18. Issue contract instructions as and when required.
19. Agreeing and verifying final quantities during construction with the contractor.
20. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
21. Inspect the works and issue practical completion certificates and defects lists.
22. Arranging for the delivery of all test certificates, including the Electrical Certificate of Compliance, statutory and other approvals, as built drawings and operating manuals.
23. Advice to the client on any further alternative designs, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor.

The deliverables from this stage includes submission of a report for consideration by the client, including all or any of the above, with emphasis on the following:

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

Where a quantity surveyor is included in the project team in building works, items 4, 5, 9 and 12 will not be required from the engineer.

2.2.6. Stage 6 - Close-Out

The consulting engineer will be expected to fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project. The activities in this stage include but not limited to:

1. Inspection and verifying of the rectification of defects.
2. Prepare comments for relevant payment valuations and completion certificates.
3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Agreeing final quantities with contractor(s), compiling final accounts and issuing final payment certificates.

The deliverables in this stage are:

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

2.3. Additional Services

The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the scope of services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

2.3.1. Additional Services pertaining to all Stages of the Project

- Enquiries not directly concerned with the works and its subsequent utilization.
- Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
- Making arrangements for way leaves, servitudes or expropriations.
- Negotiating and arranging for the provision or diversion of services not forming part of the works.
- Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- Topographical and environmental surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out or procured on behalf of the client.
- Setting out or staking out the works and indicating any boundary beacons and other reference marks.
- Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.

2.3.2. Construction Monitoring

- 1) Quality assurance (QA) during construction refers to the engineering activities that are implemented to assure the client that works are highly likely to meet the requirements. This is achieved through a combination of the quality control processes that are put in place by the contractor to control its outputs and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of quality assurance plan and related construction monitoring is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met, is acceptable.
- 2) This means that the client and consulting engineer will agree on a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works.
- 3) The level of construction monitoring and the frequency and duration of the site visits will be agreed with the client prior to commencement of the works and will be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.
- 4) Aspects that will be considered when determining the degree to which additional construction monitoring services are required are:
 - (a) The type of work.
 - (b) The discipline of the work (civil, structural, mechanical, electrical etc).
 - (c) The competency and reputation of the contractor and its related quality control system.
 - (d) The speed with which critical elements of the work are covered.
 - (e) The consequences of non-compliance.
 - (f) Timing and ease of subsequent detection and rectification of non-compliances.

5) Arising from the above, three levels of construction monitoring may be defined and described, as follows:

(a) Level 1:

Periodic Construction Monitoring (Normal Services i.e. no additional services)

The consulting engineer's staff shall:

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

(b) Level 2:

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

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

- (i) Regularly visit the site at a frequency which may vary during the course of the project, and such visits may be daily or weekly, according to the demands of the project.
- (ii) Regularly, review samples of materials and work procedures, that may require more frequent visits than required for Level 1, for conformity to contract documentation, and review regular samples of important completed work prior to covering up, or on completion, as appropriate.
- (iii) Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

(c) Level 3:

Full-time Construction Monitoring (Full time staff seconded to the client for the duration of the works and paid for by the client)

The full time construction monitoring staff shall:

- (i) Maintain a full time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
- (ii) Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client
- (iii) Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

2.3.3. Occupational Health and Safety Act, 1993 (Act No.85 of 1993)

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

- (1) The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993).

2.3.4. Mediation, Arbitration and Litigation proceedings and similar Services

Where the client requires the consulting engineer to, on his behalf, perform the services listed hereunder or similar work, the extent thereof and remuneration therefore is subject to agreement between the client and the consulting engineer:

- (1) Dealing with matters of law, obtaining parliamentary or other statutory approval, licenses or permits.
- (2) Assisting with or participating in contemplated or actual mediation, arbitration or litigation proceedings.
- (3) Officiating at or attending courts and commissions of enquiry, select committees and similar bodies convened by statute, regulation or decree.