



**TENDER NO.: SC 1245/2012**

**APPOINTMENT OF PROFESSIONALS FOR BUILDING PROJECTS  
FOR A CONTRACT PERIOD ENDING 30 JUNE 2015:**

- ARCHITECT
- ARCHITECTURAL TECHNOLOGIST
- CONSULTING ENGINEER (STRUCTURAL)
- QUANTITY SURVEYOR

**PROCUREMENT DOCUMENT**

**PREPARED AND ISSUED BY:**

DIRECTORATE: FINANCE: SCM UNIT

OVERSTRAND MUNICIPALITY

PO BOX 20  
HERMANUS  
7200

**CONTACT:**

NAME: **GERRIT COETZEE**

TELEPHONE: **028 313 8085**

<b>NAME OF TENDERER:</b>	
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**AUGUST 2012**

<b>KLEINMOND</b> Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	<b>HERMANUS</b> PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	<b>STANFORD</b> PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	<b>GANSBAAI</b> PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS					
TENDER NUMBER:	<b>SC 1245/2012</b>				
TENDER TITLE:	<b>APPOINTMENT OF PROFESSIONALS FOR BUILDING PROJECTS FOR A CONTRACT PERIOD ENDING 30 JUNE 2015:</b> <ul style="list-style-type: none"> <li>• Architect</li> <li>• Architectural Technologist</li> <li>• Consulting Engineer (Structural)</li> <li>• Quantity Surveyor</li> </ul>				
CLOSING DATE:	<b>2012/09/07</b>	CLOSING TIME:	<b>12h00</b>		
SITE MEETING:	DATE:	<b>2012/08/24</b>	TIME:	<b>12h00</b>	COMPULSORY: <b>YES</b>
SITE MEETING ADDRESS:	<b>COMMITTEE ROOM, OVERSTRAND MUNICIPAL BUILDING DEPARTMENT, 16 PATTERSON STREET, HERMANUS</b>				
BID BOX NO:	<b>7</b>	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.			
OFFER TO BE VALID FOR:	<b>90</b>	DAYS FROM THE CLOSING DATE OF BID.			

TENDERER DETAILS			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.:	
E-MAIL ADDRESS:			

TENDER AMOUNT (INCLUDING VAT) :	
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

<b>PLEASE NOTE:</b>
a) Tenders that are deposited in the incorrect box will not be considered.
b) Tender box deposit slot is 28cm x 2.5cm.
c) Mailed, telegraphic or faxed tenders will not be accepted.
d) If the bid is late, it will not be accepted for consideration.
e) Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	<b>PEDRO PETERS</b>	<b>GERRIT COETZEE / ELIZABETH LOWINGS</b>
TEL. #	<b>028 313 8956</b>	<b>028 313 8085 / 028 313 8081</b>

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**CONTENTS**

	<b>PAGE NUMBER</b>
<b>PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY</b> .....	<b>4</b>
1. CHECKLIST .....	5
2. TENDER NOTICE & INVITATION TO TENDER .....	6
3. AUTHORITY TO SIGN A BID.....	7
4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES .....	9
5. CONDITIONS OF CONTRACT - STANDARD PROFESSIONAL SERVICES - (September 2005) (Second Edition of CIDB document 1015) .....	10
6. CONTRACT DATA.....	25
7. GENERAL CONDITIONS OF TENDER .....	27
8. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS .....	29
9. MBD 4 – DECLARATION OF INTEREST .....	30
10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10).....	32
11. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	37
12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	39
13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	41
14. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) .....	42
15. FORM OF INDEMNITY .....	45
<b>PART B – SPECIFICATIONS AND PRICING</b> .....	<b>46</b>
16. SPECIFICATIONS .....	47
17. QUALIFICATION CRITERIA .....	51
18. EVALUATION SCORE SHEET .....	52
19. INFRASTRUCTURE OF FIRM.....	53
20. RECORD OF CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE .....	54
21. PROFESSIONAL INDEMNITY INSURANCE.....	55
22. PROPOSED AMENDMENTS AND QUALIFICATIONS .....	<b>Error! Bookmark not defined.</b>
23. RECORD OF ADDENDA .....	<b>Error! Bookmark not defined.</b>
24. PRICING DATA.....	56
25. FORM OF OFFER AND ACCEPTANCE.....	57
26. DECLARATION BY TENDERER .....	59
<b>PART C – DATABASE REGISTRATION</b> .....	<b>60</b>



**PART A – ADMINISTRATIVE REQUIREMENTS IN  
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**

<b>1. CHECKLIST</b>
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**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>1.</b>	<b>Authority to Sign a Bid</b> Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	
<b>2.</b>	<b>Tax Clearance Certificate</b> Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached?	
<b>3.</b>	<b>MBD 4</b> (Declaration of Interest) Is the form duly completed and signed?	
<b>4.</b>	<b>MBD 6.1</b> (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	
<b>5.</b>	<b>MBD 7.1</b> (Contract form – Rendering of Services) Is the form duly completed and signed?	
<b>6.</b>	<b>MBD 8</b> (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	
<b>7.</b>	<b>MBD 9</b> (Certificate of Independent Bid Determination) Is the form duly completed and signed?	
<b>8.</b>	<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	
<b>1.</b>	<b>OHASA</b> Is the form duly completed and signed? Did you provide your registration number with the office of the Compensation Commissioner:	
<b>2.</b>	<b>FORM OF INDEMNITY</b> Is the form duly completed and signed?	
<b>9.</b>	<b>SECTION B – SPECIFICATION AND PRICING</b> Are all forms duly completed and signed?	
<b>10.</b>	<b>SECTION C – DATA BASE REGISTRATION</b> Is the form duly completed and signed? Are <b>ALL</b> the supporting documents attached?	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## 2. TENDER NOTICE & INVITATION TO TENDER

### TENDER NO. SC 1245/2012

#### APPOINTMENT OF PROFESSIONALS FOR BUILDING PROJECTS FOR A CONTRACT PERIOD ENDING 30 JUNE 2015:

- Architect
- Architectural Technologist
- Consulting Engineer (Structural)
- Quantity Surveyor

Tenders are hereby invited for: **Appointment of Professionals for building projects for a contract period ending 30 June 2015: Architect; Architectural Technologist; Consulting Engineer (Structural); and Quantity Surveyor**

Tender documents, in English, are obtainable from **Friday, 17 August 2012**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus; Tel. 028 313 8974 from Ms. Anin Moore between 08h30 and 15h30 upon payment of a non-refundable **tender participation fee of R490.00 per set**. Bank guaranteed cheques are to be made payable to "Overstrand Municipality".

Sealed tenders with "**Tender No. SC 1245/2012: Appointment of Professionals for building projects for a contract period ending 30 June 2015: Architect, Architectural Technologist, Consulting Engineer (Structural) and Quantity Surveyor.**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 7** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The **closing date** and time of the tender is on **7 September 2012 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

A **compulsory briefing session** will be held at **12h00 on Friday, 24 August 2012** in the Committee Room, Overstrand Building Department, 16 Patterson Street, Hermanus

Tenders must be **valid for 90 days** after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

The Overstrand Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the Standard Conditions of Tender and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer technical enquiries to **Mr. Gerrit Coetzee** at telephone number: **028 313 8085** or **Ms. Elizabeth Lowings** at telephone number **028 313 8081**.



**3. AUTHORITY TO SIGN A BID**

**1. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors on \_\_\_\_\_ 20\_\_\_\_, Mr/Mrs \_\_\_\_\_  
 \_\_\_\_\_ (whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of \_\_\_\_\_  
 (Name of Company) in his/her capacity as \_\_\_\_\_

Full name of Director	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)**

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

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



**3. PARTNERSHIP**

We, the undersigned partners in the business trading as \_\_\_\_\_  
 hereby authorize Mr/Ms \_\_\_\_\_ to sign this bid as well as any contract  
 resulting from the bid and any other documents and correspondence in connection with this bid and /or  
 contract for and on behalf of \_\_\_\_\_(name of firm).

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CLOSE CORPORATION**

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

By resolution of members at a meeting on \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_  
 \_\_\_\_\_, Mr/Ms \_\_\_\_\_, whose  
 signature appears below, has been authorized to sign all documents in connection with this bid on behalf of  
 (Name of Close Corporation) \_\_\_\_\_

Full name of member	Residential address	Signature

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2 :	



**4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

**This returnable schedule is to be completed by JOINT VENTURES**

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. \_\_\_\_\_, authorized signatory of the Company/Close Corporation/Partnership (name) \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

<b>1. Name of firm (Lead partner)</b>			
Address			Tel. No.
Signature		Designation	

<b>2. Name of firm</b>			
Address			Tel. No.
Signature		Designation	

<b>3. Name of firm</b>			
Address:			Tel. No.
Signature		Designation	

<b>4. Name of firm</b>			
Address			Tel. No.
Signature		Designation	

**NOTE:** A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



**5. CONDITIONS OF CONTRACT - STANDARD PROFESSIONAL SERVICES - (September 2005) (Second Edition of CIDB document 1015)**

**1. DEFINITIONS**

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

- 1.1. **Contract** -The Contract signed by the Parties and of which these General Conditions of Contract form part.
- 1.2. **Contract Data** - Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.
- 1.3. **Contract Price** - The price to be paid for the performance of the Services in accordance with the Pricing Data.
- 1.4. **Day** - A calendar day.
- 1.5. **Defect** - A part of the Services, as performed, which does not comply with the requirements of the Contract.
- 1.6. **Deliverable** - Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;
- 1.7. **Employer** - The contracting party named in the Contract who employs the Service Provider.
- 1.8. **Force Majeure** - An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 1.9. **Key Persons** - Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.
- 1.10. **Others** - Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.
- 1.11. **Parties** - The Employer and the Service Provider.
- 1.12. **Period of Performance** - The period within which the Services are to be performed and completed.
- 1.13. **Personnel** - Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.
- 1.14. **Personnel Schedule** - A schedule naming all Personnel and Key Persons.
- 1.15. **Pricing Data** - Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.
- 1.16. **Project** - The project named in the Contract Data for which the Services are to be provided.
- 1.17. **Scope of Work** - The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.
- 1.18. **Service Provider** - The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

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**1.19. Services** -The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

**1.20. Subcontractor** - A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

**2. INTERPRETATION**

**2.1.** Unless inconsistent with the context, an expression which denotes :

- 2.1.1. any gender includes the other genders;
- 2.1.2. a natural person includes a juristic person and vice versa;
- 2.1.3. the singular includes the plural and vice versa.

**2.2.** If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

**2.3.** The clause headings shall not limit, alter or affect the meaning of the Contract.

**3. GENERAL**

**3.1. Governing law**

Law governing the Contract shall be the law of the Republic of South Africa.

**3.2. Change in legislation**

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both).

**3.3. Language**

- 3.3.1. The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2. All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

**3.4. Notices**

- 3.4.1. Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party
- 3.4.2. A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

**3.5. Location**

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

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**3.6. Publicity and publication**

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years' of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

**3.7. Confidentiality**

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

**3.8. Variations**

3.8.1. The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.

3.8.2. The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.

3.8.3. Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

**3.9. Sole agreement**

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

**3.10. Indemnification**

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

**3.11. Penalty**

3.11.1. If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.11.2. If the Employer has become entitled to the maximum penalty amount referred to in 3.11.1, he may after giving notice to the Service Provider :

3.11.2.1. terminate the Contract

3.11.2.2. complete the Services at the Service Provider's cost.

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**3.12. Equipment and materials furnished by the Employer**

- 3.12.1. Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.
- 3.12.2. The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.12.1 for their full replacement value.

**3.13. Illegal and impossible requirements**

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

**3.14. Programme**

- 3.14.1. The Service Provider shall, within the time period set out in the Contract Data, submit to the Employer a programme for the performance of the Services which shall, *inter alia*, include:
  - 3.14.1.1. the order and timing of operations by the Service Provider and any actions required of the Employer and Others;
  - 3.14.1.2. the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them; and
  - 3.14.1.3. other information as required in terms of the Scope of Work or Contract Data.
- 3.14.2. The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.
- 3.14.3. The Service Provider shall regularly update the programme to reflect actual progress to date and expected future progress.

**4. EMPLOYER'S OBLIGATIONS**

**4.1. Information**

- 4.1.1. The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.
- 4.1.2. The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

**4.2. Decisions**

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

**4.3. Assistance**

- 4.3.1. The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon

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as practicable:

- 4.3.1.1. authorize the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- 4.3.1.2. provide all relevant data, information, reports, correspondence and the like, which become available;
- 4.3.1.3. procure the Service Provider’s ready access to premises, or sites, necessary for the performance of the Services;
- 4.3.1.4. assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

4.3.2. Unless otherwise communicated, the authorized and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer’s behalf and interpreting and defining the Employer’s policies and requirements in regard to the Services.

**4.4. Services of Others**

The Employer shall, at his own cost, engage such ‘Others’ as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

**4.5. Notification of material change or defect**

The Employer shall immediately advise the Service Provider on becoming aware of:

- 4.5.1. any matter other than a change in legislation which will materially change, or has changed the Services; or
- 4.5.2. a material defect or deficiency in the Services.

**4.6. Issue of instructions**

Where the Service Provider is required to administer the work or services of ‘Others’, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

**4.7. Payment of Service Provider**

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

**5. SERVICE PROVIDER’S OBLIGATIONS**

**5.1. General**

- 5.1.1. The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 5.1.2. If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

**5.2. Exercise of authority**

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or

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responsibilities under their respective agreements or contracts, unless expressly authorized by the Employer in response to an application by the Service Provider in writing to do so.

**5.3. Designated representative**

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

**5.4. Insurances to be taken out by the Service Provider**

5.4.1. The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2. The Service Provider shall, at the Employer’s request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

**5.5. Service Provider’s actions requiring Employer’s prior approval**

The Service Provider shall obtain the Employer’s prior approval in writing before taking, inter alia, any of the following actions:

- 5.5.1. appointing Subcontractors for the performance of any part of the Services,
- 5.5.2. appointing Key Persons not listed by name in the Contract Data.
- 5.5.3. any other action that may be specified in the Contract Data.

**5.6. Co-operation with Others**

If the Service Provider is required to perform the Services in co-operation with ‘Others’ he may make recommendations to the Employer in respect of the appointment of such ‘Others’. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

**5.7. Notice of change by Service Provider**

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

**6. CONFLICTS OF INTEREST**

**6.1. Service Provider not to benefit from commissions, discounts, etc.**

The remuneration of the Service Provider under the Contract shall constitute the Service Provider’s sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

**6.2. Royalties and the like**

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

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**6.3. Independence**

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

**7. SERVICE PROVIDER'S PERSONNEL**

**7.1. General**

- 7.1.1. The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.
- 7.1.2. Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.
- 7.1.3. Where the fees for the Services are time-based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.
- 7.1.4. The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.
- 7.1.5. The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

**7.2. Provision of Personnel in terms of a Personnel Schedule**

- 7.2.1. The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.
- 7.2.2. Where the Service Provider proposes to utilize a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.
- 7.2.3. The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.
- 7.2.4. The Service Provider shall, if required in terms of Clause 7.2.1:
  - 7.2.4.1. forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.
  - 7.2.4.2. inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.

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7.2.4.3. submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

**8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION**

**8.1. Commencement of Services**

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

**8.2. Completion**

8.2.1. Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2. The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

- 8.2.2.1. additional Services ordered by the Employer;
- 8.2.2.2. failure of the Employer to fulfil his obligations under the Contract;
- 8.2.2.3. any delay in the performance of the Services which is not due to the Service Provider's default;
- 8.2.2.4. *Force Majeure*; or
- 8.2.2.5. suspension.

8.2.3. The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4. The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

**8.3. Force Majeure**

8.3.1. The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2. In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3. During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

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**8.4. Termination**

- 8.4.1. The Employer may terminate the Contract:
  - 8.4.1.1. where the Services are no longer required;
  - 8.4.1.2. where the funding for the Services is no longer available;
  - 8.4.1.3. if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
  - 8.4.1.4. if the Service Provider becomes insolvent or liquidated; or
  - 8.4.1.5. if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;
- 8.4.2. The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).
- 8.4.3. The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:
  - 8.4.3.1. if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
  - 8.4.3.2. if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
  - 8.4.3.3. if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.
- 8.4.4. Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.
- 8.4.5. Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

**8.5. Suspension**

- 8.5.1. The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.

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8.5.2. When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

**8.6. Rights and liabilities of the Parties**

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

**9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT**

9.1. Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

9.2. The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.

9.3. The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

**10. SUCCESSION AND ASSIGNMENT**

10.1. Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.

10.2. An assignment shall be valid only if it is a written agreement, by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.

10.3. The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases :

10.3.1. by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or

10.3.2. by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

10.4. The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.

10.5. If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

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**11. SUBCONTRACTING**

- 11.1. A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.
- 11.2. A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
- 11.3. The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be sub-contracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.4. The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.5. The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.
- 11.6. The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

**12. RESOLUTION OF DISPUTES**

**12.1. Settlement**

- 12.1.1. The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2. Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

**12.2. Mediation**

- 12.2.1. If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.

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- 12.2.2. The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3. The mediator is authorized to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4. If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

**12.3. Adjudication**

- 12.3.1. If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2. The adjudicator shall be appointed in terms of the Adjudicator’s Agreement bound in the
- 12.3.3. Construction Industry Development Board’s Adjudication Procedure.
- 12.3.4. The Adjudicator shall be any person agreed to by the parties. The Adjudicator shall be appointed in accordance with the Adjudicator’s Agreement contained in the CIDB Adjudication Procedure.
- 12.3.5. If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

**12.4. Arbitration**

- 12.4.1. Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association of Arbitrators current at the date the arbitrator is appointed.
- 12.4.2. The arbitrator shall be mutually agreed upon.

**13. LIABILITY**

**13.1. Liability of the Service Provider**

- 13.1.1. The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2. The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the

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Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

- 13.1.3. All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

**13.2. Liability of the Employer**

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

**13.3. Compensation**

- 13.3.1. If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- 13.3.1.1. Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- 13.3.1.2. In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

**13.4. Duration of Liability**

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

**13.5. Limit of Compensation**

- 13.5.1. Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- 13.5.1.1. the sum insured in terms of 5.4 in respect of insurable events; and
- 13.5.1.2. the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

- 13.5.2. Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

- 13.5.3. If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

**13.6. Indemnity by the Employer**

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5,

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if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

**13.7. Exceptions**

- 13.7.1. Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.
- 13.7.2. The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:
  - 13.7.2.1. the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
  - 13.7.2.2. the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

**14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER**

- 14.1. The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:
  - 14.1.1. The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
  - 14.1.2. Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
  - 14.1.3. If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14.2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
  - 14.1.4. In respect of Services charged for on a time basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

**15. AMOUNTS DUE TO THE EMPLOYER**

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment

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<b>6. CONTRACT DATA</b>
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The Conditions of Contract are the *Standard Professional Services Contract (September 2005)* published by the Construction Industry Development Board.

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

**Data provided by the Employer**

The Employer is the Overstrand Municipality.

**CLAUSE 3.4 AND 4.3.2**

The authorized and designated representative of the Employer is:

**Name:** Gerrit Coetzee

**Address for receipt of communication:**

**Telephone:** 028 313 8085

**Facsimile:** 028 313 8070

**E-mail:** gcoetzee@overstrand.gov.za

**Physical Address:** Magnolia Avenue, Hermanus

**Postal Address:** PO Box 20, Hermanus, 7200

**CLAUSE 3.11****The penalty payable (per project) is:**

Failing to complete Preliminary designs in the pre-set time	-	R10,000.00
Failing to complete Design and Tender document in the pre-set time	-	R20,000.00
Failing to complete Tender Evaluation in the pre-set time	-	R20,000.00
Failing to complete the complete works in the pre-set time	-	R50,000.00

**CLAUSE 3.14**

A Programme shall be submitted within 10 working days of the award of the contract.

**CLAUSES 5.1.1 AND 5.1.2**

The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers certify, decide or otherwise exercise discretion in regard to a contractor agreement between the Employer and others then the Service provider shall act as in respect of that contract/agreement as an independent.

**CLAUSE 5.4.1****The Service Provider is required to provide the following insurances:**

Insurance against Risk in performing professional services (Professional Indemnity cover)

Cover is equivalent to the project value, with a maximum of two Million Rand (R2,000,000.00) per project

Period of cover: Duration of Project

Deductibles are: NONE

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**CLAUSE 5.5**

The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:

1. Commencement of detailed design
2. Commencement of Tender Advertisement for calling of Tenders
3. Appointing Sub Consultants for the performance of any part of the Services

**CLAUSE 7.3**

The Employer will not be responsible for any overtime worked by or overtime payments made to Personnel.

**CLAUSE 9.1**

Copyright of documents prepared for the Project shall be vested with the Overstrand Municipality.

*Conditions of Contract  
Standard Professional Services Contract (CIDB 2005)*

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<b>7. GENERAL CONDITIONS OF TENDER</b>
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1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus

**Please Note:**

- ◆ **Tenders that are deposited in the incorrect box will not be considered.**
  - ◆ **Tender box deposit slot is 28cm x 2.5cm.**
  - ◆ **Mailed, telegraphic or faxed tenders will not be accepted.**
  - ◆ **Documents may only be completed in black ink.**
  - ◆ **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.**
  - ◆ **All bids must be submitted in writing on the official forms supplied (not to be re-typed)**
  - ◆ **All prices shall be quoted in South African currency and be INCLUSIVE of VAT.**
3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
  4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
  5. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
  6. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
  7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
  9. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  10. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
  11. All prices shall be quoted in South African currency and be **INCLUSIVE** of VAT.
  12. This bid will be evaluated and adjudicated according to the following criteria:
    - Relevant specifications
    - Value for money
    - Capability to execute the contract
    - PPPFA & associated regulations

\_\_\_\_\_ *[insert any other criteria]*

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**13. Invoices**

All invoices must be forwarded to the following address:

Overstrand Municipality  
 PO Box 20  
 Hermanus, 7200

**14. Value-Added Tax (VAT)**

- 14.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 14.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 14.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- 14.4. The VAT registration number of the Municipality is 4140106396.

**15. Standard Payment Terms**

- 15.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 15.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
  - 15.2.1. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.
  - 15.2.2. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.
  - 15.2.3. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

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**8. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for the Tax Clearance Certificates 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](http://www.sars.gov.za)

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**9. MBD 4 – 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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

<b>3.1.</b>	<b>Full Name of bidder or his or her representative</b>													
<b>3.2.</b>	<b>Identity Number</b>													
<b>3.3.</b>	<b>Position occupied in the Company (director, shareholder etc.)</b>													
<b>3.4.</b>	<b>Company Registration Number</b>													
<b>3.5.</b>	<b>Tax Reference Number</b>													
<b>3.6.</b>	<b>VAT Registration Number</b>													
<b>3.7.</b>	<b>Are you presently in the service of the state?</b>	<b>YES</b>	<b>NO</b>											
<b>3.7.1.</b>	<b>If so, furnish particulars:</b>													
<b>3.8.</b>	<b>Have you been in the service of the state for the past twelve months?</b>	<b>YES</b>	<b>NO</b>											
<b>3.8.1.</b>	<b>If so, furnish particulars:</b>													

<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.



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.9.1.	If so, furnish particulars:		
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	NO
3.10.1.	If so, furnish particulars:		
3.11.	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1.	If so, furnish particulars:		
3.12.	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

**4. DECLARATION**

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

I accept that the state may act against should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			



**10. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)**

**NB:**

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

**1. GENERAL CONDITIONS**

- 1.1. The following preference point systems are applicable to all bids:
  - (a) the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
  - (b) the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:

- 1. Price; and
- 2. B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
7.1.1.1. Price	90
7.1.1.2. B-BBEE status level of contribution	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.

**2. DEFINITIONS**

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. *“Comparative Price”* means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *“Sub-contract”* means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *“Trust”* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. *“Trustee”* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



**4. POINTS AWARDED FOR PRICE**

**4.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

**Where:**

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate **or a CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



**6. BID DECLARATION**

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

<b>6.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</b>	
6.1.2.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**7. SUB-CONTRACTING**

7.1. Will any portion of the contract be sub-contracted? ( <i>Tick applicable box</i> )	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? ( <i>Tick applicable box</i> )	YES		NO	

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

<b>Name of Enterprise</b>			
<b>VAT registration number</b>			
<b>Company registration number</b>			
<b>TYPE OF ENTERPRISE</b> ( <i>Tick applicable box</i> )	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
<b>Describe principal business activities</b>			
<b>Company Classification</b> ( <i>Tick applicable box</i> )	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
<b>TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS</b>			



9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
3. The information furnished is true and correct;
  4. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
  5. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  6. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



**11. MBD 8 – 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 as a company or person prohibited from doing business with the public sector?  <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	<b>Yes</b>	<b>No</b>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <i>(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).</i>	<b>Yes</b>	<b>No</b>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.5.1	If so, furnish particulars:		

**5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



<b>12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
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1. This Municipal Bidding Document (MBD) must form part of all bids<sup>2</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>3</sup> Collusive bidding is a *per 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:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**OVERSTRAND MUNICIPALITY**

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:

<sup>2</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>3</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.



- (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>4</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:
    - f) prices;
    - g) geographical area where product or service will be rendered (market allocation)
    - h) methods, factors or formulas used to calculate prices;
    - i) the intention or decision to submit or not to submit, a bid;
    - j) the submission of a bid which does not meet the specifications and conditions of the bid; or
    - k) 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>4</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.



**13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**NAME OF THE BIDDER:** \_\_\_\_\_

**FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:**

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

**NB:** Please attach certified copy(ies) of ID document(s)

I, \_\_\_\_\_,  
 (full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

**THUS DONE AND SIGNED** for and on behalf of the Bidder, at \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

**For office use (comments):**

<b>14. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)</b>
---

## WRITTEN AGREEMENT

**THIS IS IN TERMS OF  
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
(ACT 85 OF 1993)**

BETWEEN:

**OVERSTRAND MUNICIPALITY**

AND

---

*(Mandatory)*

### INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

<b>SIGNED – MANAGEMENT:</b>	
-----------------------------	--



**WRITTEN AGREEMENT**

This is a written agreement between

**OVERSTRAND MUNICIPALITY**

And

\_\_\_\_\_  
*(Name of the MANDATARY)*

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, \_\_\_\_\_, representing the MANDATARY do hereby acknowledge that \_\_\_\_\_ (*mandatory*) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			



**COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)**

\_\_\_\_\_ *(Municipality)*

has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

(i) Contractor's registration number with the office of the Compensation Commissioner:	
(ii) Proof that assessment has been paid:	<b>A COPY OF A RECEIPT MUST BE HANDED IN, IN THIS REGARD.</b>

Signature of CONTRACTOR:	
Date:	



**15. FORM OF INDEMNITY**

**INDEMNITY**

Given by (Name of Company) \_\_\_\_\_  
 of (registered address of Company) \_\_\_\_\_  
 a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) \_\_\_\_\_  
 \_\_\_\_\_ in his capacity as (Designation) \_\_\_\_\_  
 of the Contractor, is duly authorized hereto by a resolution dated \_\_\_\_\_ /20\_\_\_\_,  
 to sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated \_\_\_\_\_ / 20\_\_\_\_ ,  
 with the Municipality who require this indemnity from the Contractor.

**NOW THEREFORE THIS DEED WITNESSES** that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	

SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



## **PART B – SPECIFICATIONS AND PRICING**

<b>16. SPECIFICATIONS</b>
---------------------------

**1. SCOPE OF WORK**

- 1.1. Design Plans in accordance with SAIA Client-Architect Agreement 2008
- 1.2. Design of Structural Components in accordance with Engineering Council of South Africa.
- 1.3. Quantities: In accordance with the South African Council for the Quantity Surveying Profession.

**2. PROJECT BRIEF**

2.1. Professionals in the fields of Architecture, Architectural Technology, Quantity Surveying, and Engineering are invited to submit tenders to undertake tasks relating to the design, quantification and structural design of all building and building related projects in the Overstrand Municipal area. The appointment of the professionals will be for a contract period ending 30 June 2015.

**2.2. The following key components must be adhered to as part of the brief;**

- 2.2.1. Formulation and implementation of a process of consultation with all stakeholders, the objective being to ultimately obtain the endorsement by such stakeholders.
- 2.2.2. Ensuring that Municipal property is developed optimally and to the benefit of the community.
- 2.2.3. Enhance the integrity of the natural and built environment.
- 2.2.4. Restore, enhance and protect the cultural heritage.
- 2.2.5. Obtain all necessary approvals in terms of relevant and applicable legislation.

**3. THE REQUIREMENTS/CRITERIA :**

3.1. **Scope of work for Architects, Architectural Technologists, Engineers and Quantity Surveyors** to include all the items in the lists below but this does not exclude items not mentioned in the list.

**3.1.1. ARCHITECTS and ARCHITECTURAL TECHNOLOGISTS: As per Standard Service: Architect, Principal Consultant and Principal Agent: Full Service.**

- 3.1.1.1. Stage 1 : Inception
- 3.1.1.2. Stage 2 : Concept and viability
- 3.1.1.3. Stage 3 : Design development
- 3.1.1.4. Stage 4 : Documentation and procurement
- 3.1.1.5. Stage 5 : Construction

**3.1.2. ENGINEERS: In accordance with the Engineering Council of South Africa**

- 3.1.2.1. Report Stage
- 3.1.2.2. Preliminary Design Stage
- 3.1.2.3. Design and Tender Stage
- 3.1.2.4. Construction Stage
- 3.1.2.5. Certification of work completed as per design.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**3.1.3. QUANTITY SURVEYOR: In accordance with the South African Council for the Quantity Surveying Profession.**

- 3.1.3.1. Estimates and Cost Advice Stage.
- 3.1.3.2. Documentation stage
  - 3.1.3.2.1. Contract Administration Stage
  - 3.1.3.2.2. Final Account State

**4. CONTENTS AND STRUCTURE OF THE SUBMISSION**

- 4.1.1. The submission should include the following key items:
  - 4.1.1.1. interpretation of the project brief;
  - 4.1.1.2. summary of the service provider’s understanding of the required design approach;
  - 4.1.1.3. description of the methodology to be adopted;
  - 4.1.1.4. *Curriculum Vitae* of the company and project team, with specific reference to similar projects undertaken.

**5. DETAILS OF FIRM / CONSULTANTS**

**5.1.** It should be noted that **only registered** Architects, **registered** Quantity Surveyors and **registered** Consulting Engineers (Structural) can submit tenders to undertake tasks relating to the Design, Qualification, and Structural Design of all building related projects in the Overstrand Area.

**5.2. The following information must be provided as part of the tender:**

- 5.2.1. **Name of team member/s**
- 5.2.2. **Qualifications**
- 5.2.3. **Professional registration category and registration number**
- 5.2.4. **Designation (e.g., partner or professional staff member) and field of responsibility on the project (e.g., project manager or CAD-operator)**
- 5.2.5. **Years of experience**
- 5.2.6. **Specific reference should also be made on the firm’s capacity to undertake the work.**

**5.3.** The project is to be overseen by a dedicated director / partner of the successful firm, such director / partner who shall be an appropriately registered professional person and who shall at all times accept responsibility, including professional responsibility, for the execution of the project. However, it will not be expected from such director / partner to accept professional responsibility for specialist inputs from professionals (if any) from outside the firm.

**5.4.** The successful firm is entitled to input from the already mentioned professionals.

**6. PROGRAMME AND BUDGET**

- 6.1.** The consultant’s project description should include the following:
  - 6.1.1. Detailed capacity and availability of resources.
  - 6.1.2. Details of cost structure as prescribed by relevant professional body.
- 6.2.** All drawings and documents must bear the name of the professional firm responsible for the compilation of the drawing or document.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**7. PROJECT DURATION**

7.1. The appointment of the successful professionals will be for a **contract period ending 20 June 2015.**

**8. REPORTING LINES**

8.1. The successful firm will perform its services under the control and management of the Head: Building Services. No instructions are to be taken from any councillor or employee from the Overstrand Municipality, other than the Manager: Building Services or First Technician (Building Department).

8.2. Progress reports are to be submitted on a monthly basis. At the end of each phase a project management meeting is to be held with the Manager: Building Services / First Technician.

**9. REMUNERATION**

9.1. The Municipality warrants payment for services rendered by the successful tenderer in keeping with the payment schedule.

9.2. Payments will only be made on the satisfactory completion of the specific task. No payments will be made in advance.

**10. RESPONSIBILITY, COPYRIGHT AND CONFIDENTIALITY**

10.1. This Scope of Works, the successful firm's tender proposal, the Overstrand Municipality's letter of appointment and the successful firm's letter of acceptance shall constitute the full agreement between the successful firm and the Overstrand Municipality. With acceptance of the commission the directors / partners of the successful firm, being a company with limited liability, close corporation or partnership, shall accept full responsibility for the due fulfilment of all obligations in terms of the commission.

10.2. The copyright of all documents prepared by the successful firm shall be vested in the Overstrand Municipality, which shall have the right to their use on other projects for which the successful firm has not been appointed. No fees resulting from such re-use shall be accrued to the successful firm. The re-use of such documents shall however be on the municipality's risk and the successful firm will not be held liable as a result of such re-use.

10.3. The successful firm shall not be entitled to disclose or furnish any information of any kind whatsoever gathered for this project to any other person or body, except with the written authorisation by the Overstrand Municipality.

10.4. In the event of the successful firm becoming unable to perform its duties under this appointment or if, in the opinion of the Overstrand Municipality, the progress of work or the quality thereof is not satisfactory, the Overstrand Municipality shall be entitled to cancel the appointment after granting the successful firm the opportunity to rectify such progress or quality of work within a mutually agreed specified period of time and specified level.

10.5. The Overstrand Municipality reserves the right to cancel the project or to temporarily defer the work, or any part thereof, at any stage.

**11. GENERAL**

11.1. The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the May 2010 edition of the CIDB Standard for Uniformity in Construction Procurement.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



- 11.1.2. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
- 11.1.3. Add the following to clause F1.5.1;
  - Overstrand Municipality reserves the right to accept all, some, or none of the tenders / bids submitted – either wholly or in part – and it is not obligated to accept the lowest tender / bid. Furthermore the Municipality reserves the right to award to any bidder of the Municipality’s choice to ensure a fair and equitable distribution of the Municipality’s work to all people of the Western Cape Province in particular, and RSA in general.
- 11.2. Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:
  - 11.2.1. Tender Entities that have in their management and employment suitably Registered Professional Architects, Consulting Engineers (Structural), Architectural Technologists and Quantity Surveyors.
  - 11.2.2. The employer shall not award a contract to any tenderer that does not hold valid professional indemnity (PI) insurance. Proof of insurance must be submitted with the tender, appended to Part T2.2 Returnable Schedule.
  - 11.2.3. Have submitted an original and valid Tax Clearance Certificate.
  - 11.2.4. Have declared that they are not employed in the service of the state.
  - 11.2.5. Have declared not having been involved in Supply Chain Management transgressions over the past 5 years.
  - 11.2.6. Have declared that they do not have outstanding payments on municipal services which are overdue for more than 90 days.
- 11.3. Telephonic, telegraphic, telex, facsimiled or e-mailed tender offers will not be accepted.
- 11.4. The tenderer is required to submit with his tender an original valid Tax Clearance Certificate issued by the South African Revenue Services;
- 11.5. The tender offer validity period is 90 days.
- 11.6. The Tender Document **MUST** be completed in non-erasable black ink and
- 11.7. **NO** correction fluid/tape may be used.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**17. QUALIFICATION CRITERIA**

1. All tenderers must have IT systems that are compatible with Municipal IT systems.
2. Tenders will be regarded as non-responsive if no IT system is available or if IT systems are not compatible with that of the Overstrand Municipality.
3. Tenderers are required to list all IT systems below (including printer sizes and scanning facilities).

1.	
2.	
3.	
4.	
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12.	
13.	
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15.	
16.	
17.	
18.	
19.	

<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			

<b>18. EVALUATION SCORE SHEET</b>
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	Description of Evaluation Criteria		Maximum Points Attainable	Points Claimed	Points Awarded
<b>1.</b>	<b>Personnel (Active in the producing the service)</b>				
1.1	Less than 5 staff members	3	5		
1.2	More than 5 staff members	5			
<b>2.</b>	<b>Experience in the Building Industry</b>				
2.1	Less than five (5) years experience	1	10		
2.2	At least five (5) years experience	5			
2.3	More than ten (10) years experience	10			
<b>3.</b>	<b>Projects done for municipalities</b>				
3.1	1 -4 Projects	1	10		
3.2	5 - 9 Projects	5			
3.3	10 Projects or more	10			
<b>4.</b>	<b>Availability</b>				
	<b>On Telephone</b>		5		
4.1	Immediately	5			
4.2	Within 1 hour	3			
4.3	Within 24 hours	1			
	<b>Able to be on site anywhere in Overstrand</b>		20		
4.4	Within 1 hour	20			
4.5	within 24 hours	10			
4.6	Within 1 week	1			
<b>5.</b>	<b>Experience of Overstrand Conditions</b>				
5.1	1 – 4 years	3	10		
5.2	5 – 10 years	5			
5.3	10 years or more	10			
	Architect (knowledge of local architecture) QS (knowledge of local suppliers, contractors and prices) Engineer (knowledge of local weather and soil conditions)				
	<b>Price</b>				
	Price (The price will be time or % based depending on the task) See part 4.3 (Pricing data)				
<b>TOTAL</b>					

SIGNATURE (Bidder)		<b>FOR OFFICE USE ONLY:</b>	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	





**20. RECORD OF CONSULTANCY SERVICES PROVIDED TO ORGANS OF STATE**

1. Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.
2. Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include consultancy services provided in terms of a sub consultancy agreement.
3. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the consultancy service" that it was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.
4. Complete the record or attach the required information in the prescribed tabulation.

Part A: All consultancy services commenced or completed to an organ of state in the last five years				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the consultancy service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				

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

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

# \_\_\_\_\_

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



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MUNICIPALITY

<b>22. PRICING DATA</b>
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1. The Tender price will be based on the appropriate fee structure as recommended by the applicable professional body
2. Remuneration will be on a % or time and cost basis, based on an agreed scope of work and budget.
3. A discount of 15% will be applicable on all work.( For Architect, Engineer and Quantity Surveyor )
4. A discount of 40% will be applicable on all work. ( For Architectural Technologist )

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**23. FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **SC 1245/2012: APPOINTMENT OF PROFESSIONALS FOR BUILDING PROJECTS FOR A CONTRACT PERIOD ENDING 30 JUNE 2015:**
- **Architect**
  - **Architectural Technologist**
  - **Consulting Engineer (Structural)**
  - **Quantity Surveyor**
- 1.2. The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.
- 1.3. 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.
- 1.4. 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 service provider in the conditions of contract identified in the contract data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		

## 2. ACCEPTANCE

- 2.1. 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.
- 2.2. The terms of the contract, are contained in:
- 2.2.1. Form of Offer and Acceptance
  - 2.2.2. Contract Data
  - 2.2.3. Pricing Data
  - 2.2.4. Scope of work
  - 2.2.5. Specifications
  - 2.2.6. and drawings and documents or parts thereof, which may be incorporated by reference into Parts 2.2.1 to 2.2.5 above.
- 2.3. 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.
- 2.4. The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
- 2.5. 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).

Signature(s):		
Name(s):		
Capacity:		
<b>For the Employer:</b>	<b>Overstrand Municipality, Magnolia Avenue, Hermanus</b>	
Name of witness:		Date:
Signature of witness:		

<b>24. DECLARATION BY TENDERER</b>
------------------------------------

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



## PART C – DATABASE REGISTRATION

<b>A</b>	If you are a bidder, <b>DULY REGISTERED</b> as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, <b>COMPLETE THIS SECTION</b>		
<b>SCM DATABASE REGISTRATION NUMBER</b>		<b>SC</b>	
<b>NAME OF FIRM</b>			
<b>SIGNATURE</b>		<b>CAPACITY</b>	
<b>NAME (PRINT)</b>			

<b>B</b>	If you are a bidder, <b>NOT DULY REGISTERED</b> as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:		
1	Database Registration Form		
2	Vraelys Vir Voorkeurverkrygingsbeleid / Questionnaire For Preferential Procurement Policy / Iphepha Lemibuzo Yenqubo Ekhethekileyo Yokufumana		
3	Declaration By Supplier		
4	National Small Business Act No. 102 Of 1996 Classification		
5	Documents Required		
6	Nature Of Operations, Products Or Services		
7	Credit Order Instruction		

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<b>FOR OFFICE USE ONLY:</b> <i>Confirm attachment of the completed documents</i>			
<i>I confirm that I have removed the Supplier Database Registration Forms from the tender document and forwarded it to the Supplier Database Official</i>			
<i>Pages removed from page number:</i>		<i>To page number:</i>	<i>Date</i>
<i>Print Name</i>		<i>Signature</i>	



## PREFERENTIAL PROCUREMENT REGULATIONS 2011

### 1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

1.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 1.1. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 1.2. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 1.3. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 1.4. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.5. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.6. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.7. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

### 2. BID DECLARATION

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

2.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
2.1.1.1.	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate
2.1.1.2.	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)

*(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).*

<b>3</b>	Persentasie aandeelhouing van persone geklassifiseer as <b>jeug</b> . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)	%
<b>4</b>	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? Is your business established within the area of jurisdiction of the Municipality? Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	In/Ngaphakathi Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

<b>Handtekening / Signature / Osayinileyo</b>	<b>Getuie / As Witness / Njengengqina</b>

## DECLARATION BY SUPPLIER

<b>1.</b>	This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.			
<b>2.(a)</b>	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.			
<b>2.(b)</b>	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:			
	(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;			
	(ii) been convicted for fraud or corruption during the past five years;			
	(iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;			
	(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or			
	(v) 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).			
<b>3.</b>	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
<b>3.1</b>	Print full Name:			
<b>3.2</b>	Company/CC Registration or ID Number:			
<b>3.3</b>	Are you presently <i>in the service of the state</i> ? *	YES	NO	
<b>3.3.1</b>	<b>If so, furnish particulars.</b>			
<b>3.4</b>	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
<b>3.4.1</b>	<b>If so, furnish particulars.</b>			
<b>3.5</b>	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
<b>3.5.1</b>	<b>If so, furnish particulars.</b>			
<b>3.6</b>	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
<b>3.6.1</b>	<b>If so, furnish particulars.</b>			
<b>3.7</b>	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
<b>3.7.1</b>	<b>If so, furnish particulars.</b>			
<b>3.8</b>	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
<b>3.8.1</b>	<b>If so, furnish particulars.</b>			
<b>3.9</b>	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
<b>3.9.1</b>	<b>If so, furnish particulars.</b>			

3.10	Is the supplier 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)?	YES		NO	
3.10.1	<b>If so, furnish particulars.</b>				
3.11	Was the supplier or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES		NO	
3.11.1	<b>If so, furnish particulars.</b>				
3.12	Does the supplier 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	
3.12.1	<b>If so, furnish particulars.</b>				
3.13	Was any contract between the supplier 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	
3.13.1	<b>If so, furnish particulars.</b>				

**CERTIFICATION**

I, THE UNDERSIGNED, \_\_\_\_\_, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

<b>Signature</b>	<b>Position</b>	<b>Date</b>

\* 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.

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____, 20____,</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;"><b>Apply official stamp of authority on this page:</b></p>
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## National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"		Less than:	Less than:	Less than:	Less than:	"X"
<b>All Tiers of Government</b> 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
<b>Agriculture</b> 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Mining and Quarrying</b> 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Manufacturing</b> 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Electricity, Gas and Water</b> 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Construction</b> 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Wholesale Trade, Commercial Agents and Allied Services</b> 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Retail and Motor Trade and Repair Services</b> 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Catering, Accommodation and other Trade</b> 64101 - 64299		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Transport, Storage and Communications</b> 71001 - 75999		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Finance and Business Services</b> 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
<b>Community, Social and Personal Services</b> 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

**NATURE OF OPERATIONS, PRODUCTS OR SERVICES**

Please list the products/services provided by your enterprise under the appropriate headings. Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box  and (i.e. nature of operations, products or services):

<b>PRIMARY FUNCTION:</b>	<input type="checkbox"/>	<b>SECONDARY FUNCTION:</b>	<input type="checkbox"/>
<b>PRODUCTS</b>	<input type="checkbox"/>	<b>PRODUCTS</b>	<input type="checkbox"/>
<b>SERVICES</b>	<input type="checkbox"/>	<b>SERVICES</b>	<input type="checkbox"/>
<b>LABOUR</b>	<input type="checkbox"/>	<b>LABOUR</b>	<input type="checkbox"/>
<b>EQUIPMENT</b>	<input type="checkbox"/>	<b>EQUIPMENT</b>	<input type="checkbox"/>



**DOCUMENTS REQUIRED**

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC's & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.				
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	SARS				
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	Department of Labour			
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	Department of Labour				
Security Officer's Board	If applicable -for security industry	If applicable -for security industry	Security Service Regulatory Authority				
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

<b>FOR OFFICE USE ONLY:</b>			
<b>BUSINESS NAME</b>			
<b>DATE RECEIVED</b>		<b>DATE CAPTURED</b>	
<b>ACCEPTED</b>			
<b>DATABASE REGISTRATION NUMBER</b>			