

# GEORGE MUNICIPALITY



**DEPARTMENT: CIVIL ENGINEERING SERVICES**

**CONTRACT NUMBER: T/ING/015/2022**

**MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-GEORGE) BUS DEPOT**

ENQUIRIES: Mr R Schraader  
YORK STREET  
GEORGE  
TEL: (044) 801 9277  
E-MAIL: rschraader@george.gov.za

ISSUED BY:  
THE CITY COUNCIL  
MUNICIPALITY OF GEORGE  
PO BOX 19  
GEORGE, 6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERING ENTITY: .....

CENTRAL SUPPLIER DATABASE NO.: MAAA .....

### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSES AT 12H00 ON FRIDAY, 24 FEBRUARY 2023**

For official use

**Signatures of SCM Officials at  
Tender Opening**

1.

2.

**GEORGE MUNICIPALITY**  
**DEPARTMENT: CIVIL ENGINEERING SERVICES**  
**TENDER NO. T/ING/015/2022**

**MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-  
GEORGE) BUS DEPOT**

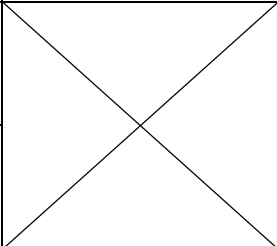
<b>GENERAL TENDER INFORMATION</b>
-----------------------------------

Tender advertised	: 08 December 2022
Compulsory Clarification Meeting Date & Time	: Wednesday, 23 January 2023 at 10:00
Venue	: George Municipality : 90 York Street : Circular Room / Conference Hall : Old Town Hall : Civil Engineering Services : George
Compulsory Clarification Site Visit	: Wednesday, 23 January 2023 following the Compulsory Clarification Meeting
Closing Data	: Friday, 24 February 2023
Closing Time	: 12:00
Location of Tender Box	: First Floor, Financial Services, Supply Chain Management, Civic Centre, York Street, George.

**TENDERER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the Tenderer.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Tenderer: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	..... .....	
Telephone Number:	.....	
Cellular Number:	.....	

<b>CONTENTS</b>
-----------------

The following documents form part of this Contract:

NUMBER	HEADING	PAGE
<b>THE TENDER</b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b>	
	T1.1 Tender Notice and Invitation to Tender	6
	T1.2 Tender Data	8
	T1.3 Standard Conditions of Tender	34
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b>	
	T2.1 Returnable Schedules	49
	T2.2 Additional Returnable Schedules	50
<b>THE CONTRACT</b>		
<b>PART C1</b>	<b>AGREEMENTS AND CONTRACT DATA</b>	
	C1.1 Form of Offer and Acceptance	132
	C1.2 Contract Data (Part 1)	135
	C1.2 Contract Data (Part 2)	142
	C1.3 Confirmation of Receipt	144
	C1.4 Objection and Complaints Form	145
<b>PART C2</b>	<b>PRICING DATA</b>	
	C2.1 Pricing Instructions	147
	C2.2 Schedule of Rates	151
	C2.3 Summary Page of Schedule of Rates	163
<b>PART C3</b>	<b>SCOPE OF SERVICES</b>	
	C3.1 Terms of Reference	165
	C3.2 Scope of Services	172

**GEORGE MUNICIPALITY**  
**DEPARTMENT: CIVIL ENGINEERING SERVICES**  
**TENDER NO. T/ING/015/2022**

**MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-GEORGE) BUS DEPOT**

# **THE TENDER**

## **PART T1: TENDERING PROCEDURES**

### **CONTENTS**

<b>Number</b>	<b>Heading</b>	<b>Page</b>
T1.1	Tender Notice and Invitation to Tender	5
T1.2	Tender Data	8
T1.3	Standard Conditions of Tender	34

<b>T1.1 : TENDER NOTICE AND INVITATION TO TENDER</b>
--

Tenders are hereby invited for **MULTI-DISCIPLINARY PROFESSIONAL SERVICES FOR A NEW PERMANENT GIPTN (GO-GEORGE) BUS DEPOT.**

Tenders may only be submitted on the Tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of Tenders are stated in the Tender Data.

**Tender No. T/ING/015/2022** must be placed in the tender box at the **George Municipality**, Main Building on the **First Floor, Directorate: Financial Services, Supply Chain Management, 71 York Street, George** by no later than **12:00 on 24 February 2023**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked Tenders will not be considered. Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted.

A compulsory clarification meeting with representatives of the Employer will be held at the George Municipality, 90 York Street, Circular Conference Room/Hall at **10:00 on 23 January 2023**.

A compulsory site visit will follow the compulsory clarification meeting. Further details of the site visit will be discussed at the clarification meeting.

There will be an attendance register for the compulsory clarification meeting and a separate attendance register for the compulsory site visit that will need to be signed.

Bidders should be represented at the compulsory clarification meeting and site inspection by **a technical employee from the prospective bidder** who is suitably qualified and experienced to comprehend the implications of the work involved. The certificate of attendance will only be signed after the site inspection.

Eligibility Criteria:

Only tenderers who comply with the following criteria are eligible to submit tenders:

Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work.

Tenders word hiermee ingewag vir **MULTI-DISIPLINERE PROFESSIONELE DIENSTE VIR 'N NUWE PERMANENTE GIPRN (GO-GEORGE) BUS DEPOT.**

Tenders mag slegs ingedien word op die tender dokumentasie wat uitgereik is.

Vereistes vir die verseëling, adressering, aflewering, oopmaak en evaluering van tenders word vervat in die Tender Data.

**Tender Nr. T/ING/015/2022** moet voor **24 Februarie 2023** om **12:00** in die tender bus by die **George Munisipaliteit**, Hoof Gebou op die **Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, 71 Yorkstraat, George** geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders sal per telegrafiese, telefoniese, teleks, faks of e-pos aanvaar word nie.

'n Verpligte inligtingsvergadering met verteenwoordigers van die Werkgewer sal op **23 Januarie 2023 om 10:00** gehou word by die George Munisipaliteit, Yorkstraat 90, Ronde Konferensie Kamer/Saal.

Direk na die verpligte inligtingsvergadering volg 'n verpligte besoek aan die terrein. Verdere besonderhede oor die besoek aan die terrein sal tydens die inligtingsvergadering bespreek word.

Daar sal 'n bywoningsregister wees vir die verpligte vergadering en 'n aparte bywoningsregister vir die terrein besoek wat albei geteken moet word.

'n **Tegniese werknemer van die voornemende tenderaar**, met voldoende kwalifikasies en ervaring om die implikasie van die betrokke werk te begryp, moet die voornemende tenderaar verteenwoordig tydens die verpligte inligtingsvergadering en terreininspeksie. Die sertifikaat van bywoning sal na die terreininspeksie geteken word.

Voorafbepaalde Kriteria:

Slegs tenderaars wat voldoen aan die volgende kriteria sal in aanmerking kom om te tender:

Slegs tenderaars wat bestuur en toesighoudende personeel in diens het wat aan die vereistes van die werkomvang voldoen.

Prospective bidders that join 15 (fifteen) minutes or more after the advertised time, will not be allowed to attend the meeting or to sign the attendance registers. If a prospective bidder is delayed, he/she must inform the contact person before the meeting commences and will only be allowed to attend the meeting if the chairperson of the meeting, as well as all the other bidders attending the meeting, give permission to do so.

A non-refundable deposit of **R300-00** per document must be paid at the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Banking Details:

Account Name: George Municipality  
 Account Type: Public Sector Cheque Account  
 Account Number: 62869623150  
 Branch Code: 210554  
 Swift Code: FIRNZAJJ  
 Reference: T/ING/015/2022

Tenders will be evaluated and adjudicated as follows:

Stage 1: Functionality

Only tenders scoring a minimum of **75** out of **100** points will be further evaluated in terms of Stage 2: Price and Preference.

Stage 2: Price and Preference

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status. Refer to the Tender Data for detailed breakdown of the evaluation process.

For more information, contact Mr. Ryno Schraader at (044) 801 9277.

The Municipality reserves the right to withdraw any Invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidder's tax compliance information must be submitted with the tender document.

Voornemende Tendersaars wat 15 (vyftien) minute en langer na die geadverteerde begin tyd arriveer, sal nie toegelaat word om die vergadering by te woon of die teenwoordighedsregisters te onderteken nie. Indien 'n voornemende tenderaar verdrag word, moet hy/sy die kontak persoon verwittig voordat die vergadering begin en sal dan slegs toegelaat word om die vergadering by te woon indien die voorsitter van die vergadering, sowel as al die ander tendersaars wat die vergadering bywoon, toestem daartoe.

'n Nie-terugbetaalbare deposito van **R300-00** per dokument moet by die Voorsieningskanaal Bestuursseenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George betaal word.

Bank Besonderhede:

Rekening Naam: George Municipality  
 Rekening Tipe: Public Sector Cheque Account  
 Rekening Nommer: 62869623150  
 Tak Kode: 210554  
 Swift Kode: FIRNZAJJ  
 Verwysing: T/ING/015/2022

Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Funksionaliteit

Slegs tendersaars wat 'n minimum van **75** uit **100** punte behaal sal verder vir evaluering in Fase 2: Prys en Voorkeur oorweeg word.

Fase 2: Prys en Voorkeur

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van BGSEB status toegeken sal word. Verwys na die Tender Data vir 'n gedetailleerde afbakening van die evaluasie proses.

Vir verdere inligting, kontak Mnr. Ryno Schraader by (044) 801 9277.

Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige Tender te aanvaar nie.

'n "TCS PIN" vir tendersaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**M GRATZ  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
GEORGE  
6530**

Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**M GRATZ  
MUNISIPALE BESTUURDER  
GEORGE MUNISIPALITEIT  
GEORGE  
6530**

<b>T1.2 : TENDER DATA</b>
---------------------------

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of Government Gazette No. 42622 of 2019 dated 08 August 2019 (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause	Wording / Data
<b>C.1</b>	<b>GENERAL</b>
C.1.1.1	<p>The Employer is the George Municipality, represented by the official holding, or acting in, the position of Director: Civil Engineering Services.</p> <p>Designated to act on his/her behalf as the Employer's Representative is:</p> <p>Name: JF Koegelenberg</p> <p>Telephone: 044 801 9278</p> <p>E-mail: jkoegelenberg@george.gov.za</p> <p>Address (Physical): 71 York Street Central George</p> <p>Address (Postal): PO Box 19 George 6530</p>
C.1.1.2	Tenderers shall declare any perceived, known, and potential conflict of interest under schedules T2.1.20 DECLARATION OF INTEREST and T2.1.22 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.
C.1.2	<p>This tender document is entitled: <b>Multi-Disciplinary Professional Services: New Permanent GIPTN (Go-George) Bus Depot.</b></p> <p>Refer to the contents of this document for a complete list of Tender Documents issued by the Employer which includes the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Instructions and Scope of Services.</p> <p>The following documents are deemed to also form part of this tender:</p> <ol style="list-style-type: none"> <li>a) CIDB Standard Professional Services Contract (July 2009) 3<sup>rd</sup> Edition of CIDB document 1014; and</li> <li>b) Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) - Government Gazette no. 44333, 26 March 2021.</li> <li>c) Guideline Professional fees in terms of Section 34(2) of the Architectural Profession act, 2000, Act 44 of 2000, Government Gazette No. 45554, 26 November 2021; Board Notice 172 of 2021.</li> <li>d) Guideline Professional fees in terms of Section 34(2) of the Quantity Surveying Profession act, 2000, Act 49 of 2000, Government Gazette No. 39134, 28 August 2015; Board Notice 170 of 2015.</li> </ol>

Clause	Wording / Data
C.1.3.3	<p><u>Add the following to the Clause:</u></p> <p>“e) Local means within the boundaries of South Africa.</p> <p>g) The words bid, and tender offer are interchangeable and have the same meaning.</p> <p>h) The words bidder and Tenderer are interchangeable and have the same meaning.</p> <p>h) Project value means the tender offer less allowances made for additional services (including time-based fees and provisional sums) and VAT.”</p> <p>i) Fees mean the tender offer less allowances made for VAT.</p>
C.1.4	<p><u>Delete the first sentence of the clause and replace with the following:</u></p> <p>Verbal communication, from the Employer, its employees, or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer, unless communicated by the Employer in writing.</p> <p><u>Add the following to this Clause:</u></p> <p>The role of Employers Agent will be fulfilled by the Employer.</p>
C.1.5.1	<p><u>Add the following after clause C.1.5.1 d):</u></p> <p><b>Reject or accept</b></p> <p>The employer may accept or reject any variation, deviation, tender offers, or alternative tender offers, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection but will give written reasons for such action upon written request to do so.</p>
C.1.6.2	A competitive negotiation procedure <u>will not</u> be followed.
C.1.6.3	A two-stage system <u>will not</u> be followed.
C.1.6.4	<p><u>Add the following new Clause and sub-clauses:</u></p> <p><b>Objections, complaints, queries, and disputes in terms of Section 62 of the Systems Act/ Access to court</b></p>
C.1.6.4.1	<p><b>Disputes, objections, complaints, and queries</b></p> <p>In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):</p> <p>Persons aggrieved by decisions or actions taken by the George Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.</p>
C.1.6.4.2	<p><b>Communication of Disputes, objections, complaints, and queries</b></p> <p>All requests referring to sub clauses C.1.6.4.1 must be submitted in writing to:</p> <p>The Municipal Manager: George Municipality, 3<sup>rd</sup> Floor, Civic Centre, York Street, George</p> <p>via hand delivery at: 3<sup>rd</sup> Floor, Civic Centre, 71 York Street, George, 6529</p>
C.1.6.4.3	<p><b>Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000</b></p> <p>The sub-clauses above do not influence any affected person’s rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.</p>

Clause	Wording / Data
C.1.6.4.4	<p><b>Communication for Access to Information</b></p> <p>All requests referring to clause C.1.6.4.3 regarding access to information or reasons must be submitted in writing to:</p> <p>The Municipal Manager: Legal Department, 1<sup>st</sup> Floor, George Municipality, Civic Centre, York Street, George via hand delivery at: 1<sup>st</sup> Floor, Civic Centre, 71 York Street, George, 6529.</p>
C.2	<b>TENDERER'S OBLIGATIONS</b>
C.2.1.1	<p>The Tenderers are required to complete, sign, and submit the required supporting documentation for each of the schedules contained within Part T2.1: RETURNABLE SCHEDULES.</p> <p>By signing the list of returnable schedules and additional returnable schedules, the tenderer declares that they have complied with all the eligibility criteria stated within each schedule.</p> <p>In addition to the above, only those Tenderers who satisfy the following criteria are eligible to submit tenders:</p> <ul style="list-style-type: none"> <li>a) Clause C.2.1.3, C.2.20, C.3.8.1, C.3.8.2, C.3.8.3, C.3.8.4, C.3.11.3 and C.3.11.4</li> <li>b) Quality control practices and procedures which ensure compliance with the Employer's stated requirements</li> <li>c) Availability of resources</li> <li>d) Capacity to mobilize own and sub-contracting resources.</li> <li>e) Availability of skills to manage and perform the contract (assigned personnel)</li> <li>f) Quality achievements on previous contracts of similar nature (Performance)</li> <li>g) Previous work of similar nature (Experience)</li> </ul> <p>Joint Ventures/Consortiums are permitted provided that they submit proof of an application for registration of the Joint Venture/Consortium on the National Treasury Central Supplier Database (CSD). In this case, proof of an active and valid registration on the CSD must be submitted for each party within the Joint Venture/Consortium at time of tender. Registration of the Joint Venture/Consortium must however be valid and active at the time of award.</p> <p>The Tenderer declares by signing the list of returnable documents that they have complied with all the eligibility criteria stated within each document and certifies that the information furnished within the returnable documents is true and correct.</p> <p><b>Should the Tenderer not submit or meet the above requirements, they will be considered non-responsive.</b></p>
C.2.1.2	<p><u>Add the following new Clause:</u></p> <p>The Tenderer and his/her duly authorised employees accept that in addition to the cancellation of a tender, action may be taken against the authorised individuals and the tendering entity, should it be found that the information provided with the returnable schedules are incorrect or false.</p>
C.2.1.3	<p><u>Add the following new clause:</u></p> <p>Professional Indemnity Insurance</p> <p>The employer shall not award a contract to any Tenderer that does not hold valid professional indemnity insurance as per the requirements of Clause C.2.20.</p>
C.2.1.4	<p><u>Add the following new Clause:</u></p> <p>Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to the Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.</p>
C.2.1.5	<p><u>Add the following new Clauses:</u></p> <p><b>National Treasury Web Based Central Supplier Database (CSD) Registration</b></p>

Clause	Wording / Data
	<p>Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture. Tenderers are to attach their CSD report to returnable schedule T2.1.12: CENTRAL SUPPLIER DATABASE REGISTRATION.</p> <p>Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a>.</p> <p>It is each Tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.</p>
C.2.1.6	<p><u>Add the following new clause:</u></p> <p><b>Compliance with requirements of SCM Policy and procedures</b></p> <p>Only those tenders that are compliant with the requirements below will be eligible to submit a tender. All tenders shall comply with the requirements of Clause 13 and 21 in the Supply Chain Management Policy 2022/2023 of the George Municipality and all requirements are included in Part T2, Returnable Documents.</p> <ol style="list-style-type: none"> <li>a) Full name of entity submitting tender to be provided;</li> <li>b) Identification number or company or other registration number to be provided;</li> <li>c) Tax reference number to be provided;</li> <li>d) VAT registration number (if any) to be provided;</li> <li>e) A completed returnable schedule T2.1.1: CERTIFICATE OF AUTHORITY OF SIGNATORY or T2.1.2: CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES to be provided authorising the tender to be made and the signatory to sign the tender on the /joint venture behalf;</li> <li>f) A copy of the partnership / joint venture / consortium agreement to be provided, appended to returnable schedule T2.1.16: JOINT VENTURE AGREEMENT;</li> <li>g) A completed returnable schedule T2.1.20: DECLARATION OF INTEREST to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees;</li> <li>h) A completed returnable schedules T2.1.21: COMPULSORY ENTERPRISE QUESTIONNAIRE and T2.1.22: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive;</li> <li>i) A completed returnable schedule T2.1.23: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);</li> <li>j) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;</li> <li>k) The tenderer's tax matters with SARS are in order, tax clearance certificate to be appended to returnable schedule T2.1.10: TAX CLEARANCE REQUIREMENTS;</li> <li>l) The tenderer is not an advisor or consultant contracted with the Employer;</li> <li>m) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee.</li> <li>n) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days. To be appended to returnable schedule T2.2.2 I: A CERTIFICATE CERTIFYING THAT THE ENTERPRISE HAS NO UNDISPUTED COMMITMENTS.</li> </ol>

Clause	Wording / Data
C.2.2.1	<p><u>Add the following to the Clause:</u></p> <p>“Accept that the Employer will not compensate the Tenderer for any costs incurred in attending tender clarifications and interviews in the office of the Employer.”</p>
C.2.2.2	<p><u>Replace the Clause with the following:</u></p> <p><b>“Requests for Tender Documents, or parts thereof, in Electronic Format:</b></p> <p>The Employer will not formally issue tender documents in electronic format as contemplated in C.2.13.2 and C.2.13.3 and will only issue tender documents in hardcopy.</p> <p>An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p> <ol style="list-style-type: none"> <li>a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in C.1.2 in hardcopy.</li> <li>b) The electronic version shall not be regarded as a substitute for the issued tender documents.</li> <li>c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.</li> <li>d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents will not reflect any notices or addenda that amend the tender document.</li> <li>e) Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender document as contemplated in C.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</li> </ol> <p>In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.”</p>
C.2.3	<p><u>Amend the Clause to read:</u></p> <p>“....and notify the <b>Employer’s Representative</b> of any discrepancy....”</p> <p>Tenderers must examine the documents upon receipt and are to report on all pages that are missing, illegible or indistinct, that contain any errors, ambiguities, discrepancies, or contradictions to the Employer’s Representative in order to obtain rulings on such errors, ambiguities or discrepancies. No claim for costs based on the above will be considered after the opening of Tenders.</p> <p>In addition to the above, the Tenderer warrants that it has:</p> <ol style="list-style-type: none"> <li>a) inspected the Specifications and read and fully understood the Conditions of Contract.</li> <li>b) read and fully understood the whole text of the Specifications and Bill of Quantities and thoroughly acquainted itself with the nature of the goods proposed and generally of all matters which may influence the Contract.</li> <li>c) visited the site(s) where delivery of the proposed works will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted itself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.</li> </ol>
C.2.6	<p>All Tenderers to acknowledge receipt of any Addendums issued and are to complete and sign T2.1.27: RECORD OF ADDENDA TO TENDER DOCUMENTS.</p>

Clause	Wording / Data
C.2.7	<p>The date, starting time and location of the <u>compulsory</u> clarification meeting is stated in Part T1.1: Tender Notice &amp; Invitation to Tender.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Only Certificates of attendance of Tenderers that attend the compulsory clarification meeting and site visit will be signed by the Employer after the conclusion of the site visit.</p> <p>A single person cannot represent two Tenderers at the clarification meeting and site visit.</p> <p>Addenda may be issued to and only tenders will be received from those Tendering entities that appear on the attendance register and who have signed certificates of attendance.</p> <p>Tender documents will be made available at the clarification meeting only by prior arrangement. Tenderers are required to arrange for tender documents at least 2 days in advance.</p>
C.2.8	<p><u>Amend the Clause to read:</u></p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employers Representative at least five (5) working days before the closing time for receipt of tenders as stated in the tender data.”</p>
C.2.11	<p><u>Add the following to the Clause:</u></p> <p>“In the event of an error having been made on the Schedule of Rates, it shall be crossed out in non-erasable ink and be accompanied by a signature of each signatory to the Tender at each and every price alteration.</p> <p>Correction fluid shall not be used in the Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender will be classified as non-responsive and will not be considered.”</p>
C.2.12	<p>No alternative offers will be considered.</p>
C.2.13.2 & C.2.13.3	<p>Each Tenderer is required to return the original completed tender documents. The Tender documents must be completed in their entirety by writing legibly in non-erasable black ink. In addition to the completed hard copy document to be returned to the Employer the Tenderer is also required to submit with the original tender a scanned version of the fully completed tender document on a Secure Digital (SD) card or a Universal Serial Bus (USB) drive.</p> <p>The tender document shall be submitted as a whole and shall not be taken apart. Only those volumes in which information is completed must be submitted on the tender closing date.</p>
C.2.13.4	<p><u>Add the following to the Clause:</u></p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a <b>resolution by its board of directors</b> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b>resolution by its members</b> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b>all the partners</b> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a <b>resolution of each company</b> of the Joint Venture/Consortium together with a resolution by its members authorising a member of the Joint Venture/Consortium to sign the documents on behalf of the Joint Venture/Consortium.</p>

Clause	Wording / Data
	<b>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.”</b>
C.2.13.5	<p>Tenders must be enclosed in sealed envelope together with an electronic scanned version of the tender offer on an SD card / USB Drive, bearing the identification details as follows:</p> <p>Tender Reference Number: T/ING/015/2022</p> <p>Title of Tender: <b>MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-GEORGE) BUS DEPOT</b></p> <p>Closing Date: Friday, 24 February 2023</p> <p>Closing Time: 12H00</p> <p>All returnable documentation required as part of the tender submission are to be bound in a separate document/folder and should not be stapled, attached, or bound into the original tender document. This separate document/folder is to be enclosed within the sealed envelope.</p> <p>Location of Tender Boxes:</p> <p><b>The Foyer of the Supply Chain Management Offices, Box at the George Municipality, First Floor, Financial Services, Supply Chain Management, Civic Centre, York Street, George</b></p> <p>The venues in which the tender boxes are located are available on working days between 08H00 and 16H00 for the submission of tender offers.</p>
C.2.13.6	A two-envelope system will not be followed.
C.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted.
C.2.13.10	<p>Add the following new Clause:</p> <p>By signing the offer part of C1.1: Form of Offer and Acceptance the Tenderer declares that all information provided in the tender submission is true and correct. In addition, the Tenderer confirms that the key personnel proposed will be made available at the commencement of the contract. If the personnel are no longer available, the Tenderer shall comply with Clause C.3.8.5.</p>
C.2.14	<p><u>Add the following to the Clause:</u></p> <p>The tenderer is required to provide all the data or information as requested below:</p> <ul style="list-style-type: none"> <li>a) Part T2 - Returnable Schedules</li> <li>b) Part C1.1 - Form of Offer and Acceptance</li> <li>c) Part C1.2 - Contract Data (Part 2 – Information to be provided)</li> <li>d) Part C2.2 - Schedule of Rates</li> <li>e) Part C2.2 - Summary Page of Schedule of Rates</li> </ul> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of the Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed or prescribed in clause C2.1.1 and C.2.23 by the closing date for submission of Tenders, shall be just cause for the Employer to consider the tender offer as being non-responsive.</p> <p>Accept that the Employer in the evaluation of tenders take due account of the Tenderers past performance in executing similar works of comparable magnitude, and the degree to which he holds the necessary technical, financial, and other resources to enable him to complete the Scope of Works</p>

Clause	Wording / Data
	successfully within the contract period including to satisfy the Employer as to his ability to perform and complete the Scope of Works timeously, safely and with satisfactory quality.
C.2.15.1	The closing time for submission of tender offers is as stated in Part T1.1: Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 84 days. If the expiry date coincides with a public holiday, or any other non-working day, the validity shall expire at close of business (17:00) on the Employers first working day following the 84-day period.
C.2.16.2	<u>Replace the Clause with the following:</u> "If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. <b>Such conditions will exclude the tenderer to extend his/her tender validity by increasing the price, i.e., the comparative offer, by any amount.</b> "
C.2.16.3	<u>Remove the following from the Clause:</u> "If the validity period stated in C.2.16 lapses before the employer evaluating tender, the Tenderer reserves the right to review the price based on Consumer Price Index (CPI). "
C.2.17	<u>Add the following to the end of this Clause:</u> A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or substantive clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents. Tenderers shall fully cooperate with the Employer's Agent to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer. Failure to fully cooperate could result in a tender being declared as non-responsive.
C.2.18.1	<u>Add the following after the first paragraph:</u> Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT <b>exceeds R 10 million:</b> a) audited annual financial statements for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to provide audited annual financial statements b) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract; c) complete returnable schedule T2.1.19: GOODS OR SERVICES SOURCED FROM OUTSIDE THE REPUBLIC OF SOUTH AFRICA, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic. Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard. Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
C.2.18.3	<u>Add the following new Clause:</u> <b>Compliance with Occupational Health and Safety Act, 85 of 1993</b>

Clause	Wording / Data										
	Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.										
C.2.19	Access for inspections of the Tenderer's local premises shall be provided by the Tenderer during normal working hours at the request of the Employers Representative.										
C.2.20	<p>The Tenderer will be required to submit proof of valid Professional Indemnity Insurance in the prescribed format from an approved insurer or financial institution within schedule T2.2.3: PROOF OF PROFESSIONAL INDEMNITY INSURANCE.</p> <p>The value shall be in respect of each and every claim for the insurance defined below.</p> <p>The Service Provider is required to provide the following insurances:</p> <table border="1" data-bbox="261 723 1495 1137"> <tr> <td data-bbox="261 723 576 790">1. Insurance against</td> <td data-bbox="576 723 1495 790">Risk in performing professional services (Professional Indemnity Insurance)</td> </tr> <tr> <td data-bbox="261 790 576 913">2. Insurance against:</td> <td data-bbox="576 790 1495 913">Professional services and service contracts-death of or bodily injury to employees of the contractor arising out of and in the course of their employment in connection with a contract or damage to property.</td> </tr> <tr> <td data-bbox="261 913 576 1014">Cover is:</td> <td data-bbox="576 913 1495 1014">A minimum of R10 000 000 or twice the value of the fees, whichever is the greater.</td> </tr> <tr> <td data-bbox="261 1014 576 1081">Period of cover:</td> <td data-bbox="576 1014 1495 1081">Entire period of performance</td> </tr> <tr> <td data-bbox="261 1081 576 1137">Deductibles are:</td> <td data-bbox="576 1081 1495 1137">None</td> </tr> </table>	1. Insurance against	Risk in performing professional services (Professional Indemnity Insurance)	2. Insurance against:	Professional services and service contracts-death of or bodily injury to employees of the contractor arising out of and in the course of their employment in connection with a contract or damage to property.	Cover is:	A minimum of R10 000 000 or twice the value of the fees, whichever is the greater.	Period of cover:	Entire period of performance	Deductibles are:	None
1. Insurance against	Risk in performing professional services (Professional Indemnity Insurance)										
2. Insurance against:	Professional services and service contracts-death of or bodily injury to employees of the contractor arising out of and in the course of their employment in connection with a contract or damage to property.										
Cover is:	A minimum of R10 000 000 or twice the value of the fees, whichever is the greater.										
Period of cover:	Entire period of performance										
Deductibles are:	None										
C.2.23	<p>The Tenderer is required to submit <b>all</b> certificates, documents, schedules, and forms that are requested within the applicable schedules contained within part T2: RETURNABLE SCHEDULES.</p> <p><b>The Tenderer accepts that tender offers which do not provide all the data or the information requested completely and in the form required, will be considered non-responsive.</b></p> <p>The Tenderer is also required to submit the following certificates included in T2.1: RETURNABLE SCHEDULES AND T2.2: ADDITIONAL RETURNABLE SCHEDULES.</p>										
C.2.23.1	<p><u>Add the following new Clause:</u></p> <p><b>Tax Compliance Certificate</b></p> <p>Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. Append to returnable schedule T2.1.10: TAX CLEARANCE REQUIREMENTS. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, George Municipality, Directorate: Finance SCM, 1<sup>st</sup> Floor, Old Town Hall, c/o York and Market Streets, George, 6530. The Tenderer must also provide its Tax Compliance Status PIN number on the returnable schedule T2.1.21: COMPULSORY ENTERPRISE QUESTIONNAIRE</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.</p> <p>Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.</p>										
C.2.23.2	<p><u>Add the following new Clause:</u></p> <p><b>Broad-Based Black Economic Empowerment (B-BBEE) Certificate</b></p> <p>In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, to be appended to returnable schedule T2.1.17: BROAD-BASED BLACK ECONOMIC</p>										

Clause	Wording / Data
	<p>EMPOWERMENT CERTIFICATE, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the George Municipality at the Supplier Management Unit located within the Supplier Management / Registration Office, George Municipality, Directorate: SCM, 1<sup>st</sup> Floor, Old Town Hall, c/o York and Market Streets, George, 6530 or included with the tender submission.</p> <p>Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.</p> <p>Tenderers are further referred to the content of the T2.1.18: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1) for the full terms and conditions applicable to the awarding of preference points.</p> <p>The applicable code for this tender is the Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector, unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.</p> <p>The tenderer shall indicate in Section 4 of returnable schedule T2.1.18: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1) the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).</p>
C.2.23.3	<p><u>Add the following new Clause:</u></p> <p><b>Certificate of Independent Bid Determination</b></p> <p>Tenderers shall complete returnable schedule T2.1.23: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) and which shall not indicate any conflict or past practises that renders the tender non-responsive.</p>
C.2.24	<p><u>Add the following new Clause:</u></p> <p><b>Proposed Deviations and Qualifications</b></p> <p>Where the Tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all <u>deviations therefrom shall be clearly and separately listed</u> in the returnable document titled T2.1.28: PROPOSED AMENDMENTS by Tenderer, or in a Tenderer's covering letter expressly referenced in the abovementioned returnable document.</p> <p>The tenderer accepts that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.</p> <p>It must be clearly stated by the Tenderer whether the sum tendered in the Form of Offer and Acceptance <u>includes</u> for all such deviations or qualifications listed or referred to in the returnable document titled T2.1.28: PROPOSED AMENDMENTS or not.</p>
C.2.25	<p><u>Add the following new Clause:</u></p> <p><b>Canvassing</b></p> <p>"Accept that no Tenderer shall make any attempt either directly or indirectly to contact or canvass the Employer's Representative or any of the Employer's Employee's in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
C.2.26	<p><u>Add the following new Clause:</u></p> <p><b>Prohibitions</b></p>

Clause	Wording / Data
	<p>“Accept that the Employer is prohibited to award a tender to a person:</p> <ul style="list-style-type: none"> <li>a) who is in the service of the state.</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder, or stakeholder is a person in the service of the state; or</li> </ul> <p>“<i>In the service of the state</i>” means to be:</p> <ul style="list-style-type: none"> <li>a) a member of:</li> <li>b) any municipal council.</li> <li>c) any provincial legislature.</li> <li>d) the National Assembly or the National Council of Provinces.</li> <li>e) a member of the board of directors of any municipal entity.</li> <li>f) an official of any municipality or municipal entity.</li> <li>g) an employee of any national or provincial department.</li> <li>h) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).</li> <li>i) a member of the accounting authority of any national or provincial public entity; or</li> <li>j) an employee of Parliament or a provincial legislature.</li> </ul> <p>To give effect to the above, the questionnaire (refer to T2.1.14: DECLARATION OF INTEREST) for the declaration of interests in the tender of persons in service of state must be completed.”</p>
C.2.27	<p><b>Employers Annual Financial Statements</b></p> <p><u>Add the following new Clause:</u></p> <p>“Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2 000.00 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause C.2.25), or has been in the service of the state in the previous twelve months, including:</p> <ul style="list-style-type: none"> <li>a) the name of that person.</li> <li>b) the capacity in which that person is in the service of the state; and</li> <li>c) the amount of the award.</li> </ul> <p>To give effect to the above, the questionnaire (refer to T2.1.14: DECLARATION OF INTEREST) for the declaration of interests in the tender of persons in service of state must be completed in full and signed.”</p>
C.2.28	<p><u>Add the following new clause:</u></p> <p><b>Sub-consulting</b></p> <ul style="list-style-type: none"> <li>a) The Bidder shall not subcontract the whole of the Contract.</li> <li>b) Except where otherwise provided by the Contract, the Bidder shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.</li> <li>c) The contractual relationship between the Bidder and any sub consultant/service providers selected by the Bidder in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Bidder had appointed the sub consultant/service provider in terms of paragraph (b) above</li> <li>d) Any consent granted in accordance with paragraph (b) or appointment of a sub consultant/service provider in accordance with paragraph (c) shall not imply a contract between the Municipality and the sub consultant/service provider, or a responsibility or liability on the part of the Municipality to the sub consultant/service provider and shall not relieve the Bidder from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any sub consultant/service provider, his agents or employees as fully as if they were the acts, defaults or neglects of the Bidder, his agents or employees.</li> </ul>

Clause	Wording / Data
	e) Pre-approval of sub consultants/service providers by the George Municipality is required, and the percentage of sub-contracting shall not exceed 40% of the project value.
C.2.29	<p><u>Add the following new Clause:</u></p> <p><b>“Municipal Billing Clearance Certificate</b></p> <p>Accept that no contract will be awarded to a Tenderer which is or whose Directors are in arrears for more than three months with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities. If a bidder rents their premiss, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.”</p>
C.2.29	<p><u>Add the following new Clause:</u></p> <p><b>“Additional Conditions of Bid</b></p> <p>a) The Employer may also request that the Tenderers provide written evidence that his financial, labour, and other resources are adequate for carrying out the contract.</p> <p>b) The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.</p> <p>c) The Employer may, after reviewing the tenderers audited financial statements request additional information on the Tenderers available working capital. If the Employer is not satisfied that the Tenderer has sufficient working capital available, and that this may pose a significant risk to the Employer, the Employer reserves the right to declare the Tenderer non-responsive.</p> <p>d) Accept that the successful tenderer including his/her Sub-Consultant(s) shall be obliged to conclude employment contracts with their employees, failing which the George Municipality reserves the right to terminate the contract.</p>
C.3.1	<b>THE EMPLOYER’S UNDERTAKINGS</b>
C.3.2	<p><u>Delete the words: “three (3) working days” from the first sentence and</u></p> <p><u>Replace with: “five (5) working days”</u></p> <p><u>Add the following at the end of the paragraph:</u></p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail or facsimile.</p> <p>Refer to returnable document T2.1.27: RECORD OF ADDENDA TO TENDER DOCUMENTS.</p>
C.3.4	The time and location for the opening of tender submissions are stated in the T1.1: TENDER NOTICE AND INVITATION TO TENDER.
C.3.5	A two-envelope system <b>will not</b> be followed.
C.3.8.1	<p><u>Replace C.3.8.1 a) to c) with the following:</u></p> <p>“</p> <p>a) meets the minimum conditions/requirements as specified in accordance with C.2.1.1, C.2.1.3, C.2.20, C.3.8.1, C.3.8.2, C.3.8.3, C.3.8.4 and C.3.11.3</p> <p>b) Meets the functionality requirements as specified in accordance with Clause C.3.11.3 and C.3.11.4.</p> <p>c) complies with the requirements of these Conditions of Tender,</p> <p>d) has been properly and fully completed and signed, and</p> <p>e) is responsive to the other requirements of the tender documents.”</p>
C.3.8.2	<u>Add the following new paragraph directly after C.3.8.2 c):</u>

Clause	Wording / Data
	<p>“Besides the requirement stated in Clause C.2.1.1, a tender offer that does not meet the minimum conditions/requirements as specified below, will also be deemed non-responsive:</p> <ul style="list-style-type: none"> <li>e) Tenders submitted by a tenderer who or which is listed on the National Treasury’s Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or who or which is included on the List of Restricted Suppliers and is accordingly prohibited from doing business with organs of state.</li> <li>f) Tenders in which information has been inserted by means of pencil or in which deletions have been affected using tippex or similar product or which contain alterations or amendments which have not been signed in full and dated by the tenderer or its authorised signatory.</li> </ul> <p><u>Replace the last sentence of clause C.3.8.2 with the following:</u> Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.</p>
C.3.8.3	<p><u>Add the following new Clause:</u></p> <p><b>Technical criteria for determining non-responsiveness are as follows:</b></p> <ul style="list-style-type: none"> <li>a) Tenders that do not include the certificate as prescribed schedule T2.1.5: PAYMENTS OF MUNICIPAL ACCOUNTS, or in regard to which the tenderer or any of its directors are in fact indebted to the George Municipality for rates, taxes and/or municipal services that are in arrears (and where it is contended that arrangements have been made with the George Municipality, written proof thereof is not supplied).</li> <li>b) Tenders that do not include a valid Tax Clearance Certificate or Valid Tax Compliance Status PIN within schedule T2.1.10: TAX CLEARANCE REQUIREMENTS.</li> <li>c) Tenders submitted by a partnership/joint venture/consortium which do not include the agreement prescribed in schedule T2.1.16: JOINT VENTURE (JV) AGREEMENT</li> <li>d) No bids will be considered from persons in the service of the state (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations). Refer to clause C.2.25 and C.2.26 for greater clarity and complete schedule T2.1.14: DECLARATION OF INTEREST.</li> <li>e) Conflicts of interest exist which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process, as supported by the information submitted within schedule T2.1.21: COMPULSORY ENTERPRISE QUESTIONNAIRE.</li> <li>f) Tenders submitted by a tenderer that failed during the five years preceding the closing date for the submission of tenders to perform satisfactorily on any contract with the GEORGE MUNICIPALITY or any other organ of state in respect of which the bidder has been given written notice of his/its performance was unsatisfactory. Information to be supplied within schedules T2.1.29: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE and T2.1.30: SCHEDULE OF CONTRACTS AWARDED TO TENDERER BY ORGANS OF STATE. Note that the references may be contacted to verify the tenderers performance which can result in the Tender Offer being considered non-responsive if not satisfactory.</li> <li>g) Tenders that do not include valid proof of professional indemnity insurance in line with the stipulated requirements within schedule T2.2.3: PROOF OF PROFESSIONAL INDEMNITY INSURANCE.</li> <li>h) C1.1: FORM OF OFFER AND ACCEPTANCE is not correctly completed and signed.”</li> </ul>
C.3.8.4	<p><u>Add the following new Clause:</u></p> <p><b>Non-responsive Tenders</b></p> <p>“Tenders will be considered non-responsive if inter-alia:</p> <ul style="list-style-type: none"> <li>a) The tenderer does not comply with the minimum conditions/requirements listed in C.2.1.1, C.2.1.3, C.3.8.1, C.3.8.2, C.3.8.3, C.3.8.4, C.3.11.3 and C.3.11.4.</li> </ul> <p>The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer’s written request.”</p>
C.3.8.5	<p><u>Add the following new Clause:</u></p>

Clause	Wording / Data
	The Employer reserves the right to accept a tender offer which does not, in the Employers opinion, materially and/or substantially deviate from the terms, conditions and specifications of the tender documents.
C.3.8.6	<p><u>Add the following new Clause:</u></p> <p><b>Key Personnel</b></p> <p>“With reference to <b>T2.2.6: KEY PERSONNEL ASSIGNED TO THE CONTRACT AND CURRICULUM VITAE OF KEY PERSONNEL</b>; the stated key personnel will be considered as part of the offer.</p> <p>If the personnel indicated is no longer available at award, personnel with similar or better qualifications and experience shall be presented to the Employers Representative for approval.”</p>
C.3.9.3	<p><u>Amend the Clause as follows:</u></p> <p>replace:</p> <p>“Tender offer and either confirm the tender offer as tendered or accept the corrected total of prices”</p> <p>with:</p> <p>“Tender offer and confirm the tender offer as tendered.”</p>
C.3.9.4	<p><u>Amend the Clause as follows:</u></p> <p>replace:</p> <p>“Where the tenderer elects to confirm the tender offer as tendered. ...”</p> <p>with:</p> <p>“Where the tenderer confirms the tender offer as tendered. ...”</p>
C.3.9.5	<p><u>Add the following new Clause:</u></p> <p>“The tenderer will be given five (5) working days, commencing on the date of notification, to confirm the tender offer as tendered. Failure to do so in writing will result in the employer rejecting the tender offer.”</p>
C.3.10	<p><u>Delete the contents of this clause and replace with the following:</u></p> <p>The Employer may, after the closing date, request additional information or clarification from the Tenderer, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer.</p>
C.3.11.1	<p><u>Add the following to the Clause:</u></p> <p>The tender evaluation methods and associated evaluation criteria and weightings are stated within Clause C.3.11.2 &amp; C.3.11.5</p>
C.3.11.2	<p><u>Add the following new Clause:</u></p> <p><b>Evaluation of Tender Offers</b></p> <p>“Tenders will be evaluated in terms of the George Municipality’s Supply Chain Management Policy . Any parts of the Supply Chain Management Policy that are outdated will be replaced by the applicable portions of the current Preferential Procurement Policy Framework Act and associated Regulations.”</p>
C.3.11.3	<p><u>Add the following new Clause:</u></p> <p><b>Method of Evaluation: Functionality, Price and Preference</b></p> <p><b><u>Stage 1: Functionality</u></b></p> <p>Functionality for all responsive tenders will be scored according to Clause C.3.11.4.</p> <p>Tender offers are required to obtain at least <b>75</b> out of <b>100</b> points for Stage 1.</p>

Clause	Wording / Data																								
	<p>Failure to achieve the specified minimum number of points for functionality will result in the tender offer being declared non-responsive and thus rejected. No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.</p> <p>Only tender offers that achieve the minimum functionality score in stage 1 will be further evaluated in terms of Stage 2: Price and Preference.</p> <p><b><u>Stage 2: Price and Preference</u></b></p> <p>The price and preference for all responsive tenders will be scored according to Clause C.3.11.5.</p> <p>After scoring Stage 1: Functionality, Tenders will be given a score out of a maximum of 100 points for price and preference. The highest scoring Tenderer will then be recommended for award.</p>																								
C.3.11.4	<p><u>Add the following new Clause:</u></p> <p><b>Functionality</b></p> <p>The table below summarises the weighted scoring for the functional evaluation of the tenders. The maximum score for functionality shall be <b>100</b>.</p> <p>In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for functionality as stated in Clause C.3.11.3 above. The returnable documents as referred to in Table 1 below and appended in Part T2.2 of this document have been provided for the purpose of calculating the functionality score and should be completed in full and accompanied by the requested supporting documentation.</p> <p>The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the average scores achieved, in the evaluation process.</p> <p><b><u>Important notes:</u></b></p> <ul style="list-style-type: none"> <li>➤ Bidders that score less than <b>75 out of 100 points (75%)</b> for the functionality will be regarded as submitting a non-responsive bid and will not be evaluated further (preference points).</li> <li>➤ Bidders must ensure that all the information requested is provided in full, with all supporting documentation.</li> <li>➤ Failure to complete the returnable documents in clearly, accurately and in full including the provision of the supporting documentation where requested will result in the Tenderer not scoring points for functionality, which may result in the tender offer being non-responsive.</li> <li>➤ Where the entity tendering is a joint venture, the tender must be accompanied by a statement describing exactly what aspects of work will be undertaken by each party of the joint venture.</li> <li>➤ Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each of the evaluation criteria. Failure to provide all information in this tender submission could result in the tenderer not being able to achieve the specified minimum scoring.</li> </ul> <table border="1" data-bbox="277 1697 1481 2011"> <thead> <tr> <th colspan="4" data-bbox="277 1697 1481 1742"><b>Table 1: Functionality Criteria</b></th> </tr> <tr> <th data-bbox="277 1742 416 1792"><b>Section</b></th> <th data-bbox="416 1742 876 1792"><b>Criteria</b></th> <th data-bbox="876 1742 1200 1792"><b>Returnable Schedules</b></th> <th data-bbox="1200 1742 1481 1792"><b>Maximum Points</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 1792 416 1854">1</td> <td data-bbox="416 1792 876 1854">Bidder's required expertise</td> <td data-bbox="876 1792 1200 1854">T2.1.29, T2.1.30 and T2.2.4</td> <td data-bbox="1200 1792 1481 1854">70</td> </tr> <tr> <td data-bbox="277 1854 416 1899">2</td> <td data-bbox="416 1854 876 1899">Bidder's required registration</td> <td data-bbox="876 1854 1200 1899">T2.2.5 and T2.2.6</td> <td data-bbox="1200 1854 1481 1899">10</td> </tr> <tr> <td data-bbox="277 1899 416 1962">3</td> <td data-bbox="416 1899 876 1962">Bidder's track record</td> <td data-bbox="876 1899 1200 1962">T2.2.7, T2.2.8 and T2.2.9</td> <td data-bbox="1200 1899 1481 1962">20</td> </tr> <tr> <td colspan="3" data-bbox="277 1962 1200 2011" style="text-align: center;"><b>Total</b></td> <td data-bbox="1200 1962 1481 2011" style="text-align: center;"><b>100</b></td> </tr> </tbody> </table>	<b>Table 1: Functionality Criteria</b>				<b>Section</b>	<b>Criteria</b>	<b>Returnable Schedules</b>	<b>Maximum Points</b>	1	Bidder's required expertise	T2.1.29, T2.1.30 and T2.2.4	70	2	Bidder's required registration	T2.2.5 and T2.2.6	10	3	Bidder's track record	T2.2.7, T2.2.8 and T2.2.9	20	<b>Total</b>			<b>100</b>
<b>Table 1: Functionality Criteria</b>																									
<b>Section</b>	<b>Criteria</b>	<b>Returnable Schedules</b>	<b>Maximum Points</b>																						
1	Bidder's required expertise	T2.1.29, T2.1.30 and T2.2.4	70																						
2	Bidder's required registration	T2.2.5 and T2.2.6	10																						
3	Bidder's track record	T2.2.7, T2.2.8 and T2.2.9	20																						
<b>Total</b>			<b>100</b>																						

Clause	Wording / Data																																							
	<p><b>1. BIDDER'S REQUIRED EXPERTISE (maximum 70 Points)</b></p> <p><b>1.1 Local, Regional, and International expertise of Bidder to execute projects (Maximum 15 points)</b></p> <p>The Bidder's experience of local conditions and knowledge to execute professional services on a similar project (industrial and transportation orientated buildings with a floor area of at least 10 000m<sup>2</sup>) with a value of up to R 50 000 000.00 including VAT over the past 10 years, local and international projects are acceptable.</p> <p><b>The Tenderer will be required to attach the supporting documentation to returnable schedule T2.2.4: Projects Undertaken by Tenderer.</b></p> <p><b>Important notes:</b></p> <ul style="list-style-type: none"> <li>➤ Copies of signed completion certificates / letters as proof of projects completed indicating the start and end dates (mm-yyyy), completion cost (inclusive of VAT) and scope of works.</li> <li>➤ Projects must be completed at the time of tender closing.</li> <li>➤ Projects must not be older than 10 years (counting back from the tender closing date).</li> <li>➤ The onus is on the tenderer to include documentation that complies with the above criteria.</li> <li>➤ The Municipality reserves the right to contact the references to confirm project completion and services rendered throughout the project duration.</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">Table 2: Local and Regional Expertise</th> </tr> <tr> <th style="width: 33%;">Description</th> <th style="width: 33%;">No of projects</th> <th style="width: 33%;">Points awarded</th> </tr> </thead> <tbody> <tr> <td>Excellent</td> <td>8 or more projects in the past 10 years</td> <td>15</td> </tr> <tr> <td>Good</td> <td>4 - 7 projects in the past 10 years</td> <td>10</td> </tr> <tr> <td>Fair</td> <td>1 - 3 projects in the past 10 years</td> <td>5</td> </tr> <tr> <td>Poor</td> <td>0 projects</td> <td>0</td> </tr> </tbody> </table> <p><b>1.2 Knowledge of the Municipal Environment (maximum 5 points)</b></p> <p>The Bidder's local experience and sound knowledge of Municipal Acts, that includes, but is not limited to, the prescriptions of the EPWP, MIG, Municipal Finance Management Act and Regulations 56 of 2003, Municipal Supply Chain Management Regulations, PPPFA regulations, and the CIDB policies and work procedures to execute a project of this discipline is hereby evaluated.</p> <p>The Tenderers experience in the municipal environment will be evaluated for any professional engineering services performed on municipal projects over the past 10 years at any value.</p> <p><b>The Tenderer will be required to attach the supporting documentation in the form of completion certificates / reference letters to returnable document T2.1.29: Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State and T2.1.30 Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State (if Tender is greater than R10 million).</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">Table 3: Knowledge of the Municipal Environment</th> </tr> <tr> <th style="width: 33%;">Description</th> <th style="width: 33%;">No of projects</th> <th style="width: 33%;">Points awarded</th> </tr> </thead> <tbody> <tr> <td>Excellent</td> <td>10 or more projects</td> <td>5</td> </tr> <tr> <td>Good</td> <td>6-9 projects</td> <td>4</td> </tr> <tr> <td>Fair</td> <td>3-5 projects</td> <td>3</td> </tr> <tr> <td>Weak</td> <td>1-2 project</td> <td>2</td> </tr> <tr> <td>Poor</td> <td>No project</td> <td>0</td> </tr> </tbody> </table>	Table 2: Local and Regional Expertise			Description	No of projects	Points awarded	Excellent	8 or more projects in the past 10 years	15	Good	4 - 7 projects in the past 10 years	10	Fair	1 - 3 projects in the past 10 years	5	Poor	0 projects	0	Table 3: Knowledge of the Municipal Environment			Description	No of projects	Points awarded	Excellent	10 or more projects	5	Good	6-9 projects	4	Fair	3-5 projects	3	Weak	1-2 project	2	Poor	No project	0
Table 2: Local and Regional Expertise																																								
Description	No of projects	Points awarded																																						
Excellent	8 or more projects in the past 10 years	15																																						
Good	4 - 7 projects in the past 10 years	10																																						
Fair	1 - 3 projects in the past 10 years	5																																						
Poor	0 projects	0																																						
Table 3: Knowledge of the Municipal Environment																																								
Description	No of projects	Points awarded																																						
Excellent	10 or more projects	5																																						
Good	6-9 projects	4																																						
Fair	3-5 projects	3																																						
Weak	1-2 project	2																																						
Poor	No project	0																																						

Clause	Wording / Data																								
	<p><b><u>Important notes:</u></b></p> <ul style="list-style-type: none"> <li>➤ Copies of signed completion certificates / letters as proof of projects completed indicating the start and end dates (mm-yyyy), completion cost (inclusive of VAT) and scope of works.</li> <li>➤ Projects must be completed at the time of tender closing.</li> <li>➤ Projects must not be older than 10 years (counting back from the tender closing date).</li> <li>➤ The onus is on the tenderer to include documentation that complies with the above criteria.</li> <li>➤ The Municipality reserves the right to contact the references to confirm project completion and services rendered throughout the project duration.</li> </ul> <p><b>1.3 Key personnel (maximum 50 points)</b></p> <p>The experience of the Bidder's key personnel to be assigned to this project will be evaluated.</p> <p>The evaluation of each key person will include the proposed qualification, number of years relevant (refer to table 4.2) and professional status with an appropriate recognised professional body.</p> <p>Proof of qualifications (certified copies) and experience (CV, to be signed by each key person), for projects with experience relevant to that defined in table 4.2 must be attached to returnable document <b>T2.2.7: Key Personnel Assigned to the Contract.</b></p> <p>Should supporting documentation not be certified by a commissioner of oath (certified copies are acceptable), the Supporting Documentation will be rejected, and no points will be awarded.</p> <p><b><u>Important notes:</u></b></p> <ul style="list-style-type: none"> <li>➤ The weighting of each key person is defined in table 4.1.</li> <li>➤ Points will be allocated for each key member in terms of table 4A to 4F. The weighting in table 4.1 will be multiplied by the point allocation from table 4A to 4F for the relevant key person.</li> <li>➤ Each key person will be scored points for experience in terms of <u>relevant</u> experience as defined in table 4.2.</li> <li>➤ All supporting documentation must be certified by a commissioner of oath (copies of certified copies are acceptable).</li> <li>➤ The CV of each key person must be signed in the designated area confirming that the information provided is true and correct. In the event that an original signature cannot be obtained, an electronic signature will be acceptable, but the CV must be accompanied by a separately signed letter confirming the signature as their own. CV's cannot be signed on behalf of key persons.</li> <li>➤ Commitment letters will be required for personnel sourced from outside the Bidder's core/permanent staff.</li> <li>➤ Key Personnel submitted as part of this offer forms part of the Contract.</li> </ul> <table border="1" data-bbox="277 1503 1481 2063"> <thead> <tr> <th colspan="2" data-bbox="277 1503 1481 1547"><b>Table 4.1: Key Staff and Personnel</b></th> </tr> <tr> <th data-bbox="277 1547 1145 1592"><b>Key Person Role</b></th> <th data-bbox="1145 1547 1481 1592"><b>% of Points awarded</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 1592 1145 1637">Project Manager</td> <td data-bbox="1145 1592 1481 1637">20</td> </tr> <tr> <td data-bbox="277 1637 1145 1682">Structural Engineer</td> <td data-bbox="1145 1637 1481 1682">15</td> </tr> <tr> <td data-bbox="277 1682 1145 1727">Civil Engineer</td> <td data-bbox="1145 1682 1481 1727">15</td> </tr> <tr> <td data-bbox="277 1727 1145 1771">Electrical Engineer</td> <td data-bbox="1145 1727 1481 1771">5</td> </tr> <tr> <td data-bbox="277 1771 1145 1816">Mechanical Engineer</td> <td data-bbox="1145 1771 1481 1816">10</td> </tr> <tr> <td data-bbox="277 1816 1145 1861">Architect</td> <td data-bbox="1145 1816 1481 1861">15</td> </tr> <tr> <td data-bbox="277 1861 1145 1906">Quantity Surveyor</td> <td data-bbox="1145 1861 1481 1906">10</td> </tr> <tr> <td data-bbox="277 1906 1145 1951">Contracts Engineer</td> <td data-bbox="1145 1906 1481 1951">5</td> </tr> <tr> <td data-bbox="277 1951 1145 1995">Fire Engineer (Mechanical)</td> <td data-bbox="1145 1951 1481 1995">5</td> </tr> <tr> <td data-bbox="277 1995 1145 2063"><b>Total</b></td> <td data-bbox="1145 1995 1481 2063"><b>100</b></td> </tr> </tbody> </table>	<b>Table 4.1: Key Staff and Personnel</b>		<b>Key Person Role</b>	<b>% of Points awarded</b>	Project Manager	20	Structural Engineer	15	Civil Engineer	15	Electrical Engineer	5	Mechanical Engineer	10	Architect	15	Quantity Surveyor	10	Contracts Engineer	5	Fire Engineer (Mechanical)	5	<b>Total</b>	<b>100</b>
<b>Table 4.1: Key Staff and Personnel</b>																									
<b>Key Person Role</b>	<b>% of Points awarded</b>																								
Project Manager	20																								
Structural Engineer	15																								
Civil Engineer	15																								
Electrical Engineer	5																								
Mechanical Engineer	10																								
Architect	15																								
Quantity Surveyor	10																								
Contracts Engineer	5																								
Fire Engineer (Mechanical)	5																								
<b>Total</b>	<b>100</b>																								

Clause	Wording / Data																																																																								
	<table border="1"> <thead> <tr> <th colspan="2">Table 4.2: Relevant Experience</th> </tr> <tr> <th>Key Person Role</th> <th>Relevant experience</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Overall experience in the construction industry post-graduation will be considered.</td> </tr> <tr> <td>Structural Engineer</td> <td>Experience in design of structural buildings post-graduation, but the key person must have gained experience in at least one 10 000m<sup>2</sup> industrial and/or transportation building.</td> </tr> <tr> <td>Civil Engineer</td> <td>Experience gained in roadworks, layer works, civil engineering services (water, sewer, stormwater) in the construction industry post-graduation.</td> </tr> <tr> <td>Electrical Engineer</td> <td>Experience in electrical engineering infrastructure will be considered.</td> </tr> <tr> <td>Mechanical Engineer</td> <td>Experience in mechanical engineering infrastructure will be considered.</td> </tr> <tr> <td>Architect</td> <td>Experience in architectural design of structural buildings post-graduation, but the key person must have gained experience in at least one 10 000m<sup>2</sup> industrial and/or transportation building.</td> </tr> <tr> <td>Quantity Surveyor</td> <td>Overall experience in the construction industry post-graduation will be considered, but they key person must have gained experience in at least one 10 000m<sup>2</sup> industrial and/or transportation building.</td> </tr> <tr> <td>Contracts Engineer</td> <td>Overall experience in the construction industry post-graduation will be considered, but the key person must demonstrate experience in roadworks, layer works, civil engineering services (water, sewer, stormwater) in the construction industry.</td> </tr> <tr> <td>Fire Engineer</td> <td>Experience in mechanical engineering infrastructure and design and installation of fire protection systems will be considered.</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="3">Table 4A: Project Manager</th> </tr> <tr> <th rowspan="3">Years' applicable experience</th> <th colspan="2">% of Point allocated</th> </tr> <tr> <th colspan="2">Qualification</th> </tr> <tr> <th>Pr CPM (Deg)</th> <th>Pr CPM (BTech)</th> </tr> </thead> <tbody> <tr> <td>&gt;15 years</td> <td>100</td> <td>90</td> </tr> <tr> <td>10 -15 years</td> <td>80</td> <td>70</td> </tr> <tr> <td>7 -10 years</td> <td>60</td> <td>50</td> </tr> <tr> <td>5 – 7 years</td> <td>30</td> <td>15</td> </tr> <tr> <td>&lt; 5 years</td> <td>0</td> <td>0</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th colspan="3">Table 4B: Design Engineers (Structural, Civil and Electrical)</th> </tr> <tr> <th rowspan="3">Years' applicable experience</th> <th colspan="2">% of Points allocated</th> </tr> <tr> <th colspan="2">Qualification</th> </tr> <tr> <th>Pr Eng (Deg)</th> <th>Pr Tech Eng (BTech)</th> </tr> </thead> <tbody> <tr> <td>&gt;15 years</td> <td>100</td> <td>90</td> </tr> <tr> <td>10 -15 years</td> <td>80</td> <td>70</td> </tr> <tr> <td>7 -10 years</td> <td>60</td> <td>50</td> </tr> <tr> <td>5 – 7 years</td> <td>40</td> <td>30</td> </tr> <tr> <td>&lt; 5 years</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Table 4.2: Relevant Experience		Key Person Role	Relevant experience	Project Manager	Overall experience in the construction industry post-graduation will be considered.	Structural Engineer	Experience in design of structural buildings post-graduation, but the key person must have gained experience in at least one 10 000m <sup>2</sup> industrial and/or transportation building.	Civil Engineer	Experience gained in roadworks, layer works, civil engineering services (water, sewer, stormwater) in the construction industry post-graduation.	Electrical Engineer	Experience in electrical engineering infrastructure will be considered.	Mechanical Engineer	Experience in mechanical engineering infrastructure will be considered.	Architect	Experience in architectural design of structural buildings post-graduation, but the key person must have gained experience in at least one 10 000m <sup>2</sup> industrial and/or transportation building.	Quantity Surveyor	Overall experience in the construction industry post-graduation will be considered, but they key person must have gained experience in at least one 10 000m <sup>2</sup> industrial and/or transportation building.	Contracts Engineer	Overall experience in the construction industry post-graduation will be considered, but the key person must demonstrate experience in roadworks, layer works, civil engineering services (water, sewer, stormwater) in the construction industry.	Fire Engineer	Experience in mechanical engineering infrastructure and design and installation of fire protection systems will be considered.	Table 4A: Project Manager			Years' applicable experience	% of Point allocated		Qualification		Pr CPM (Deg)	Pr CPM (BTech)	>15 years	100	90	10 -15 years	80	70	7 -10 years	60	50	5 – 7 years	30	15	< 5 years	0	0	Table 4B: Design Engineers (Structural, Civil and Electrical)			Years' applicable experience	% of Points allocated		Qualification		Pr Eng (Deg)	Pr Tech Eng (BTech)	>15 years	100	90	10 -15 years	80	70	7 -10 years	60	50	5 – 7 years	40	30	< 5 years	0	0
Table 4.2: Relevant Experience																																																																									
Key Person Role	Relevant experience																																																																								
Project Manager	Overall experience in the construction industry post-graduation will be considered.																																																																								
Structural Engineer	Experience in design of structural buildings post-graduation, but the key person must have gained experience in at least one 10 000m <sup>2</sup> industrial and/or transportation building.																																																																								
Civil Engineer	Experience gained in roadworks, layer works, civil engineering services (water, sewer, stormwater) in the construction industry post-graduation.																																																																								
Electrical Engineer	Experience in electrical engineering infrastructure will be considered.																																																																								
Mechanical Engineer	Experience in mechanical engineering infrastructure will be considered.																																																																								
Architect	Experience in architectural design of structural buildings post-graduation, but the key person must have gained experience in at least one 10 000m <sup>2</sup> industrial and/or transportation building.																																																																								
Quantity Surveyor	Overall experience in the construction industry post-graduation will be considered, but they key person must have gained experience in at least one 10 000m <sup>2</sup> industrial and/or transportation building.																																																																								
Contracts Engineer	Overall experience in the construction industry post-graduation will be considered, but the key person must demonstrate experience in roadworks, layer works, civil engineering services (water, sewer, stormwater) in the construction industry.																																																																								
Fire Engineer	Experience in mechanical engineering infrastructure and design and installation of fire protection systems will be considered.																																																																								
Table 4A: Project Manager																																																																									
Years' applicable experience	% of Point allocated																																																																								
	Qualification																																																																								
	Pr CPM (Deg)	Pr CPM (BTech)																																																																							
>15 years	100	90																																																																							
10 -15 years	80	70																																																																							
7 -10 years	60	50																																																																							
5 – 7 years	30	15																																																																							
< 5 years	0	0																																																																							
Table 4B: Design Engineers (Structural, Civil and Electrical)																																																																									
Years' applicable experience	% of Points allocated																																																																								
	Qualification																																																																								
	Pr Eng (Deg)	Pr Tech Eng (BTech)																																																																							
>15 years	100	90																																																																							
10 -15 years	80	70																																																																							
7 -10 years	60	50																																																																							
5 – 7 years	40	30																																																																							
< 5 years	0	0																																																																							

Clause	Wording / Data																																		
	<table border="1"> <thead> <tr> <th colspan="4">Table 4C: Design Engineer (Mechanical)</th> </tr> <tr> <th rowspan="3">Years' applicable experience</th> <th colspan="3">% of Point allocated</th> </tr> <tr> <th colspan="3">Qualification</th> </tr> <tr> <th>Pr Eng (Deg)</th> <th>Pr Tech Eng (BTech)</th> <th>Pr Techni (NDip)</th> </tr> </thead> <tbody> <tr> <td>&gt;15 years</td> <td>100</td> <td>90</td> <td>70</td> </tr> <tr> <td>10 -15 years</td> <td>80</td> <td>80</td> <td>60</td> </tr> <tr> <td>7 -10 years</td> <td>60</td> <td>50</td> <td>40</td> </tr> <tr> <td>5 – 7 years</td> <td>40</td> <td>30</td> <td>20</td> </tr> <tr> <td>&lt; 5 years</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Table 4C: Design Engineer (Mechanical)				Years' applicable experience	% of Point allocated			Qualification			Pr Eng (Deg)	Pr Tech Eng (BTech)	Pr Techni (NDip)	>15 years	100	90	70	10 -15 years	80	80	60	7 -10 years	60	50	40	5 – 7 years	40	30	20	< 5 years	0	0	0
Table 4C: Design Engineer (Mechanical)																																			
Years' applicable experience	% of Point allocated																																		
	Qualification																																		
	Pr Eng (Deg)	Pr Tech Eng (BTech)	Pr Techni (NDip)																																
>15 years	100	90	70																																
10 -15 years	80	80	60																																
7 -10 years	60	50	40																																
5 – 7 years	40	30	20																																
< 5 years	0	0	0																																
	<table border="1"> <thead> <tr> <th colspan="3">Table 4D: Architect</th> </tr> <tr> <th rowspan="3">Years' applicable experience</th> <th colspan="2">% of Point allocated</th> </tr> <tr> <th colspan="2">Qualification</th> </tr> <tr> <th>P.Arch (Deg)</th> <th>P.S.Arch.T (Btech)</th> </tr> </thead> <tbody> <tr> <td>&gt;15 years</td> <td>100</td> <td>90</td> </tr> <tr> <td>10 -15 years</td> <td>80</td> <td>70</td> </tr> <tr> <td>7 -10 years</td> <td>60</td> <td>50</td> </tr> <tr> <td>5 – 7 years</td> <td>40</td> <td>30</td> </tr> <tr> <td>&lt; 5 years</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Table 4D: Architect			Years' applicable experience	% of Point allocated		Qualification		P.Arch (Deg)	P.S.Arch.T (Btech)	>15 years	100	90	10 -15 years	80	70	7 -10 years	60	50	5 – 7 years	40	30	< 5 years	0	0									
Table 4D: Architect																																			
Years' applicable experience	% of Point allocated																																		
	Qualification																																		
	P.Arch (Deg)	P.S.Arch.T (Btech)																																	
>15 years	100	90																																	
10 -15 years	80	70																																	
7 -10 years	60	50																																	
5 – 7 years	40	30																																	
< 5 years	0	0																																	
	<table border="1"> <thead> <tr> <th colspan="3">Table 4E: Quantity Surveyor</th> </tr> <tr> <th rowspan="3">Years' applicable experience</th> <th colspan="2">% of Point allocated</th> </tr> <tr> <th colspan="2">Qualification</th> </tr> <tr> <th>Pr QS (Hons Deg)</th> <th>Pr QS (Deg)</th> </tr> </thead> <tbody> <tr> <td>&gt;15 years</td> <td>100</td> <td>90</td> </tr> <tr> <td>10 -15 years</td> <td>80</td> <td>70</td> </tr> <tr> <td>7 -10 years</td> <td>60</td> <td>50</td> </tr> <tr> <td>5 – 7 years</td> <td>40</td> <td>30</td> </tr> <tr> <td>&lt; 5 years</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Table 4E: Quantity Surveyor			Years' applicable experience	% of Point allocated		Qualification		Pr QS (Hons Deg)	Pr QS (Deg)	>15 years	100	90	10 -15 years	80	70	7 -10 years	60	50	5 – 7 years	40	30	< 5 years	0	0									
Table 4E: Quantity Surveyor																																			
Years' applicable experience	% of Point allocated																																		
	Qualification																																		
	Pr QS (Hons Deg)	Pr QS (Deg)																																	
>15 years	100	90																																	
10 -15 years	80	70																																	
7 -10 years	60	50																																	
5 – 7 years	40	30																																	
< 5 years	0	0																																	
	<table border="1"> <thead> <tr> <th colspan="3">Table 4F: Contracts Engineer</th> </tr> <tr> <th rowspan="3">Years' applicable experience</th> <th colspan="2">% of Point allocated</th> </tr> <tr> <th colspan="2">Qualification</th> </tr> <tr> <th>Pr Eng (Deg)</th> <th>Pr Tech Eng (BTech)</th> </tr> </thead> <tbody> <tr> <td>&gt;15 years</td> <td>100</td> <td>90</td> </tr> <tr> <td>10 -15 years</td> <td>90</td> <td>80</td> </tr> <tr> <td>7 -10 years</td> <td>60</td> <td>50</td> </tr> <tr> <td>5 – 7 years</td> <td>40</td> <td>30</td> </tr> <tr> <td>&lt; 5 years</td> <td>0</td> <td>0</td> </tr> </tbody> </table>	Table 4F: Contracts Engineer			Years' applicable experience	% of Point allocated		Qualification		Pr Eng (Deg)	Pr Tech Eng (BTech)	>15 years	100	90	10 -15 years	90	80	7 -10 years	60	50	5 – 7 years	40	30	< 5 years	0	0									
Table 4F: Contracts Engineer																																			
Years' applicable experience	% of Point allocated																																		
	Qualification																																		
	Pr Eng (Deg)	Pr Tech Eng (BTech)																																	
>15 years	100	90																																	
10 -15 years	90	80																																	
7 -10 years	60	50																																	
5 – 7 years	40	30																																	
< 5 years	0	0																																	

Clause	Wording / Data																				
	<p><b>2. BIDDER'S REQUIRED REGISTRATION (MAXIMUM 10 POINTS)</b></p> <p><b>2.1 Professional Bodies (Maximum 5 points)</b></p> <p>It is expected that the Tenderer should function under the umbrella of a recognised professional body in the Built Environment.</p> <p>A maximum of 5 points for registration will be allocated if the Tender is an active member of a recognised professional body. A copy of the membership registration must be provided with the tender submission and attached to returnable document <b>T2.2.7: Proof of Membership with a Recognised Professional Body</b> and must clearly indicate the current registration status of the Bidder.</p> <p><b>Important notes:</b></p> <ul style="list-style-type: none"> <li>➤ Registration must be valid at the time of tender closing.</li> <li>➤ Recognised professional bodies includes CESA, SABTACO, SACAP, SACQSP or the SACPCMP</li> </ul> <table border="1" data-bbox="277 745 1481 949"> <thead> <tr> <th colspan="2" data-bbox="277 745 1481 792"><b>Table 5: Bidder's required registration</b></th> </tr> <tr> <th data-bbox="277 792 1145 840"><b>Professional Bodies</b></th> <th data-bbox="1145 792 1481 840"><b>Points awarded</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 840 1145 887">Active registration with a recognised professional body</td> <td data-bbox="1145 840 1481 887">5</td> </tr> <tr> <td data-bbox="277 887 1145 949">No registration or no active registration with a recognised professional body</td> <td data-bbox="1145 887 1481 949">0</td> </tr> </tbody> </table> <p><b>2.2 Proven Quality Management System (Maximum 5 points)</b></p> <p>It is expected that the Tenderer should operate within a proven quality management system.</p> <p><b>Important notes:</b></p> <ul style="list-style-type: none"> <li>➤ Quality Management System certificates must be valid at the time of tender closing.</li> </ul> <p>Tenderers must attach proof of certification or a certified copy of the quality management system to returnable document <b>T2.2.8: Quality Management System</b>.</p> <table border="1" data-bbox="277 1279 1481 1559"> <thead> <tr> <th colspan="2" data-bbox="277 1279 1481 1326"><b>Table 6: Proven Quality Management System</b></th> </tr> <tr> <th data-bbox="277 1326 847 1373"><b>Type of management system</b></th> <th data-bbox="847 1326 1481 1373"><b>Points awarded</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 1373 847 1420">ISO 9001 certified</td> <td data-bbox="847 1373 1481 1420">5</td> </tr> <tr> <td data-bbox="277 1420 847 1467">CESA</td> <td data-bbox="847 1420 1481 1467">4</td> </tr> <tr> <td data-bbox="277 1467 847 1514">Other recognized registered system</td> <td data-bbox="847 1467 1481 1514">3</td> </tr> <tr> <td data-bbox="277 1514 847 1559">None</td> <td data-bbox="847 1514 1481 1559">0</td> </tr> </tbody> </table> <p><b>3. TRACK RECORD (MAXIMUM 20 POINTS)</b></p> <p>The Bidder is hereby requested to provide a minimum of 4 contactable references. The detail of the contactable references should be attached to <b>T2.2.9: Nominated References</b>. For the purposes of evaluation, only the first 3 references received will be used. The tender is required to provide reference information which must be legible and must contain information as indicated on <b>T2.2.9: Nominated References</b></p> <p><b>Important notes:</b></p> <ul style="list-style-type: none"> <li>➤ The Tenderer must provide a minimum of four (4) contactable references.</li> <li>➤ A maximum of three (3) references will be used to score points, the first three reference responses received will be used in the evaluation.</li> <li>➤ The onus is on the Tenderer to ensure that the information of the references provided is clear and correct. If the referee is not available, the Tenderer must ensure that alternative contact details is provided.</li> <li>➤ The Municipality will contact the referees via email and request completion of the information as set out in tables 7 to 12.</li> </ul>	<b>Table 5: Bidder's required registration</b>		<b>Professional Bodies</b>	<b>Points awarded</b>	Active registration with a recognised professional body	5	No registration or no active registration with a recognised professional body	0	<b>Table 6: Proven Quality Management System</b>		<b>Type of management system</b>	<b>Points awarded</b>	ISO 9001 certified	5	CESA	4	Other recognized registered system	3	None	0
<b>Table 5: Bidder's required registration</b>																					
<b>Professional Bodies</b>	<b>Points awarded</b>																				
Active registration with a recognised professional body	5																				
No registration or no active registration with a recognised professional body	0																				
<b>Table 6: Proven Quality Management System</b>																					
<b>Type of management system</b>	<b>Points awarded</b>																				
ISO 9001 certified	5																				
CESA	4																				
Other recognized registered system	3																				
None	0																				

Clause	Wording / Data																																										
	<p>➤ The Municipality will afford the referees 14 days to complete and return the reference letters/questionnaires.</p> <p>➤ The average will be applied of the Bidders previous three projects.</p> <p><b>3.1 Completion of assignments on time (Maximum of 4 points)</b></p> <p>Where the assignment(s)/project(s) completed on time?</p> <table border="1" data-bbox="277 479 1479 734"> <thead> <tr> <th colspan="2" data-bbox="277 479 1479 524"><b>Table 7: Track Record – Completion of Assignment(s)/Project(s) on Time</b></th> </tr> <tr> <th data-bbox="277 524 1163 591"><b>Completion of assignment/project according to initial program submitted by Bidder</b></th> <th data-bbox="1163 524 1479 591"><b>Points awarded</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 591 1163 640">Design and Tender readiness as per program</td> <td data-bbox="1163 591 1479 640">2</td> </tr> <tr> <td data-bbox="277 640 1163 689">Total Project completion as per program</td> <td data-bbox="1163 640 1479 689">1</td> </tr> <tr> <td data-bbox="277 689 1163 734">Timely Submission of all reports up to and including the close out stage</td> <td data-bbox="1163 689 1479 734">1</td> </tr> </tbody> </table> <p><b>3.2 Quality of above reports (Maximum 4 points)</b></p> <p>Were the report/s complete and provided clear recommendations?</p> <table border="1" data-bbox="277 889 1479 1167"> <thead> <tr> <th colspan="2" data-bbox="277 889 1479 934"><b>Table 8: Track Record – Quality of Reports</b></th> </tr> <tr> <th data-bbox="277 934 1163 978"><b>Quality of above reports</b></th> <th data-bbox="1163 934 1479 978"><b>Points awarded</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 978 1163 1023">Excellent</td> <td data-bbox="1163 978 1479 1023">3</td> </tr> <tr> <td data-bbox="277 1023 1163 1068">Good</td> <td data-bbox="1163 1023 1479 1068">2</td> </tr> <tr> <td data-bbox="277 1068 1163 1113">Fair</td> <td data-bbox="1163 1068 1479 1113">1</td> </tr> <tr> <td data-bbox="277 1113 1163 1167">Poor</td> <td data-bbox="1163 1113 1479 1167">0</td> </tr> </tbody> </table> <p><b>3.3 Completion of previous assignments within budget (Maximum 3 points)</b></p> <p>Was the assignment(s)/project(s) executed within the approved budget?</p> <table border="1" data-bbox="277 1321 1479 1525"> <thead> <tr> <th colspan="2" data-bbox="277 1321 1479 1366"><b>Table 9: Track Record - Completion of Assignment(s)/Project(s) within Budget</b></th> </tr> <tr> <th data-bbox="277 1366 1003 1411"><b>Completion of assignments within budget</b></th> <th data-bbox="1003 1366 1479 1411"><b>Points awarded</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 1411 1003 1478">Initial budget estimate vs Estimated Tender Stage Budget accurate</td> <td data-bbox="1003 1411 1479 1478">1.5</td> </tr> <tr> <td data-bbox="277 1478 1003 1525">Estimated Tender Budget vs Actual Tender Price accurate</td> <td data-bbox="1003 1478 1479 1525">1.5</td> </tr> </tbody> </table> <p><b>3.4 Quality of End Product (Maximum 4 points)</b></p> <p>Was work executed in accordance with the Project Execution Statement and did the final product match the expectations that were created during the Project Initiation Stage?</p> <table border="1" data-bbox="277 1709 1479 1986"> <thead> <tr> <th colspan="2" data-bbox="277 1709 1479 1753"><b>Table 10: Track Record – Quality of end Product</b></th> </tr> <tr> <th data-bbox="277 1753 1003 1798"><b>Quality of End Product</b></th> <th data-bbox="1003 1753 1479 1798"><b>Points awarded</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="277 1798 1003 1843">Exceed initial expectations</td> <td data-bbox="1003 1798 1479 1843">4</td> </tr> <tr> <td data-bbox="277 1843 1003 1888">Met expectations</td> <td data-bbox="1003 1843 1479 1888">3</td> </tr> <tr> <td data-bbox="277 1888 1003 1933">Slightly below</td> <td data-bbox="1003 1888 1479 1933">2</td> </tr> <tr> <td data-bbox="277 1933 1003 1986">Did not meet expectations</td> <td data-bbox="1003 1933 1479 1986">0</td> </tr> </tbody> </table> <p><b>3.5 Transparency and openness on progress reporting (maximum 2 points)</b></p>	<b>Table 7: Track Record – Completion of Assignment(s)/Project(s) on Time</b>		<b>Completion of assignment/project according to initial program submitted by Bidder</b>	<b>Points awarded</b>	Design and Tender readiness as per program	2	Total Project completion as per program	1	Timely Submission of all reports up to and including the close out stage	1	<b>Table 8: Track Record – Quality of Reports</b>		<b>Quality of above reports</b>	<b>Points awarded</b>	Excellent	3	Good	2	Fair	1	Poor	0	<b>Table 9: Track Record - Completion of Assignment(s)/Project(s) within Budget</b>		<b>Completion of assignments within budget</b>	<b>Points awarded</b>	Initial budget estimate vs Estimated Tender Stage Budget accurate	1.5	Estimated Tender Budget vs Actual Tender Price accurate	1.5	<b>Table 10: Track Record – Quality of end Product</b>		<b>Quality of End Product</b>	<b>Points awarded</b>	Exceed initial expectations	4	Met expectations	3	Slightly below	2	Did not meet expectations	0
<b>Table 7: Track Record – Completion of Assignment(s)/Project(s) on Time</b>																																											
<b>Completion of assignment/project according to initial program submitted by Bidder</b>	<b>Points awarded</b>																																										
Design and Tender readiness as per program	2																																										
Total Project completion as per program	1																																										
Timely Submission of all reports up to and including the close out stage	1																																										
<b>Table 8: Track Record – Quality of Reports</b>																																											
<b>Quality of above reports</b>	<b>Points awarded</b>																																										
Excellent	3																																										
Good	2																																										
Fair	1																																										
Poor	0																																										
<b>Table 9: Track Record - Completion of Assignment(s)/Project(s) within Budget</b>																																											
<b>Completion of assignments within budget</b>	<b>Points awarded</b>																																										
Initial budget estimate vs Estimated Tender Stage Budget accurate	1.5																																										
Estimated Tender Budget vs Actual Tender Price accurate	1.5																																										
<b>Table 10: Track Record – Quality of end Product</b>																																											
<b>Quality of End Product</b>	<b>Points awarded</b>																																										
Exceed initial expectations	4																																										
Met expectations	3																																										
Slightly below	2																																										
Did not meet expectations	0																																										

Clause	Wording / Data																								
	<p>Reporting, problem identification, recommendations, regular communication, Client fully informed of any potential risks etc.</p> <table border="1" data-bbox="277 297 1481 638"> <thead> <tr> <th colspan="2" data-bbox="277 297 1481 349">Table 11: Track Record – Transparency and Openness</th> </tr> <tr> <th data-bbox="277 349 1003 405">Transparency, openness, communication</th> <th data-bbox="1003 349 1481 405">Points awarded</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 405 1003 463">Excellent</td> <td data-bbox="1003 405 1481 463">2</td> </tr> <tr> <td data-bbox="277 463 1003 521">Good</td> <td data-bbox="1003 463 1481 521">1.5</td> </tr> <tr> <td data-bbox="277 521 1003 580">Fair</td> <td data-bbox="1003 521 1481 580">1</td> </tr> <tr> <td data-bbox="277 580 1003 638">Poor</td> <td data-bbox="1003 580 1481 638">0</td> </tr> </tbody> </table> <p><b>3.6 Professionalism (Maximum 4 points)</b></p> <p>Professional behaviour at all times, towards the Client and all Role Players.</p> <table border="1" data-bbox="277 761 1481 1041"> <thead> <tr> <th colspan="2" data-bbox="277 761 1481 813">Table 12: Track Record - Professionalism</th> </tr> <tr> <th data-bbox="277 813 1003 869">Professionalism</th> <th data-bbox="1003 813 1481 869">Points awarded</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 869 1003 927">Excellent</td> <td data-bbox="1003 869 1481 927">4</td> </tr> <tr> <td data-bbox="277 927 1003 985">Good</td> <td data-bbox="1003 927 1481 985">3</td> </tr> <tr> <td data-bbox="277 985 1003 1041">Fair</td> <td data-bbox="1003 985 1481 1041">2</td> </tr> <tr> <td data-bbox="277 1041 1003 1099">Poor</td> <td data-bbox="1003 1041 1481 1099">0</td> </tr> </tbody> </table>	Table 11: Track Record – Transparency and Openness		Transparency, openness, communication	Points awarded	Excellent	2	Good	1.5	Fair	1	Poor	0	Table 12: Track Record - Professionalism		Professionalism	Points awarded	Excellent	4	Good	3	Fair	2	Poor	0
Table 11: Track Record – Transparency and Openness																									
Transparency, openness, communication	Points awarded																								
Excellent	2																								
Good	1.5																								
Fair	1																								
Poor	0																								
Table 12: Track Record - Professionalism																									
Professionalism	Points awarded																								
Excellent	4																								
Good	3																								
Fair	2																								
Poor	0																								
C.3.11.5	<p><u>Add the following new Clause:</u></p> <p>“It is anticipated that the tender offers will amount to a rand value below R 50 000 000 (all applicable taxes included).</p> <p>The 80/20 preference point system will therefore be applied whereby a maximum of Eighty (80) points will be awarded for price and a maximum of Twenty (20) points for preference.</p> <p>The table below summarises the weighted scoring for the price and preference evaluation of the tenders. The maximum score for shall be 100, distributed as follows:</p> <table border="1" data-bbox="277 1397 1481 1637"> <thead> <tr> <th data-bbox="277 1397 416 1453">No.</th> <th data-bbox="416 1397 1201 1453">Item</th> <th data-bbox="1201 1397 1481 1453">Weight</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 1453 416 1491"><b>1</b></td> <td data-bbox="416 1453 1201 1491"><b>Evaluation - Preference and Price</b></td> <td data-bbox="1201 1453 1481 1491"></td> </tr> <tr> <td data-bbox="277 1491 416 1541">1.1</td> <td data-bbox="416 1491 1201 1541">Preference</td> <td data-bbox="1201 1491 1481 1541">20</td> </tr> <tr> <td data-bbox="277 1541 416 1590">1.2</td> <td data-bbox="416 1541 1201 1590">Price</td> <td data-bbox="1201 1541 1481 1590">80</td> </tr> <tr> <td data-bbox="277 1590 416 1637"></td> <td data-bbox="416 1590 1201 1637"><b>Total (maximum)</b></td> <td data-bbox="1201 1590 1481 1637"><b>100</b></td> </tr> </tbody> </table> <p>The preference will be scored according to clause C.3.11.6.</p> <p>The price will be scored according to clause C.3.11.7.</p> <p>Preference points shall be summated with price points, each accurate to two decimal places, to calculate a score for each tender.</p> <p>The Employer will perform a risk analysis in respect of the reasonableness of the price. In accordance with the George Municipality’s Supply Chain Management Policy, the contract must be awarded to a tenderer scoring the highest points. However, if the price offered by a tenderer scoring the highest points is not market related, the George Municipality may not award the contract to that tenderer.</p> <p>The Scoring of Unincorporated Joint Ventures:</p> <p>In respect of an unincorporated joint venture, being a joint venture between two or more measured entities, which is not constituted in the form of an incorporated juristic person, <b>a consolidated verification certificate must be submitted</b>. A consolidated verification certificate will consolidate compliance data in respect of all the elements in the construction scorecard of the parties entering into</p>	No.	Item	Weight	<b>1</b>	<b>Evaluation - Preference and Price</b>		1.1	Preference	20	1.2	Price	80		<b>Total (maximum)</b>	<b>100</b>									
No.	Item	Weight																							
<b>1</b>	<b>Evaluation - Preference and Price</b>																								
1.1	Preference	20																							
1.2	Price	80																							
	<b>Total (maximum)</b>	<b>100</b>																							

Clause	Wording / Data																				
	an unincorporated joint venture on a single verification certificate as if those measured entities were a single measured entity.																				
C.3.11.6	<p><u>Add the following new Clause:</u></p> <p>“Preference points shall be scored in respect of targets, weightings, and methodology for <b>Built Environmental Professionals (BEP’s)</b> in accordance with Regulation 6 (2) or 7 (2) of the Preferential Procurement Regulations, 2017.</p> <p>A maximum of TEN (10) preference points will be awarded to tenderers who complete the Preference Form within T2.1.18: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (90/10 version) and who are found to be eligible for the preference claimed based on the requirements of T2.1.17 BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE.</p> <p>Preference points will be awarded for attaining the B-BBEE status level of contribution in accordance with the table below.</p> <table border="1" data-bbox="277 730 1481 1207"> <thead> <tr> <th data-bbox="277 730 1038 779">B-BBEE Status Level of Contributor</th> <th data-bbox="1038 730 1481 779">Number of Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 779 1038 824">1</td> <td data-bbox="1038 779 1481 824">10</td> </tr> <tr> <td data-bbox="277 824 1038 869">2</td> <td data-bbox="1038 824 1481 869">9</td> </tr> <tr> <td data-bbox="277 869 1038 913">3</td> <td data-bbox="1038 869 1481 913">6</td> </tr> <tr> <td data-bbox="277 913 1038 958">4</td> <td data-bbox="1038 913 1481 958">5</td> </tr> <tr> <td data-bbox="277 958 1038 1003">5</td> <td data-bbox="1038 958 1481 1003">4</td> </tr> <tr> <td data-bbox="277 1003 1038 1048">6</td> <td data-bbox="1038 1003 1481 1048">3</td> </tr> <tr> <td data-bbox="277 1048 1038 1093">7</td> <td data-bbox="1038 1048 1481 1093">2</td> </tr> <tr> <td data-bbox="277 1093 1038 1137">8</td> <td data-bbox="1038 1093 1481 1137">1</td> </tr> <tr> <td data-bbox="277 1137 1038 1207">Non-compliant contributor</td> <td data-bbox="1038 1137 1481 1207">0</td> </tr> </tbody> </table> <p>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.</p> <p>The employer will confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.</p> <p>Failure to comply with these requirements shall result in the Tenderer being allocated zero Preference Points.”</p>	B-BBEE Status Level of Contributor	Number of Points	1	10	2	9	3	6	4	5	5	4	6	3	7	2	8	1	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of Points																				
1	10																				
2	9																				
3	6																				
4	5																				
5	4																				
6	3																				
7	2																				
8	1																				
Non-compliant contributor	0																				
C.3.11.7	<p><u>Add the following new Clause:</u></p> <p>“The financial offer shall then be scored using the following formula:</p> $N_{FO} = (W_1 * A)$ <p>where:</p> <p><math>N_{FO}</math> = number of tender evaluation points awarded for price.</p> <p><math>W_1</math> = 90 (<i>maximum possible number of tender evaluation points awarded for price</i>); and</p> <p><math>A</math> = number calculated using the formula below.</p> $A = \left(1 - \frac{P - P_{min}}{P_{min}}\right)$ <p>where:</p> <p><math>P</math> = comparative price of tender offer under consideration; and</p> <p><math>P_{min}</math> = comparative price of lowest acceptable tender or offer.”</p>																				

Clause	Wording / Data
C.3.13	<p><u>Delete the first sentence of Clause C.3.13 and replace with the following:</u></p> <p>Accept the tender offer, if in the opinion of the Employer, it does not present any material risk and only if the tenderer:</p> <p><u>Delete C.3.13 a) and replace with the following:</u></p> <p>a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,</p> <p><u>In addition to the requirements of Clause C.3.13, a tender will only be accepted for evaluation if:</u></p> <p>“</p> <p>g) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</p> <p>h) the tenderer has not:</p> <p style="padding-left: 20px;">i. abused the Employer's Supply Chain Management System or</p> <p style="padding-left: 20px;">ii. failed to perform on any previous contract and has been given a written notice to this effect.</p> <p>i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; and</p> <p>j) Tenders containing any one or more of the errors or omissions, or tenders not having complied with any one of the pre-emptory tender conditions as detailed in this tender document, shall not be considered and shall automatically be rejected.”</p> <p>If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).</p> <p>The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.</p>
C.3.13.2	<p>Tender offers will only be accepted if:</p> <p>a) the Tenderer has in his or her possession an original valid Tax Clearance Certificate issued, or the Tax Compliance Status PIN provided by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</p> <p>b) the tender offer is signed by a person authorized to sign on behalf of the Tenderer.</p> <p>c) the Tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the Contract in the best interests of the Employer or potentially compromise the tender process.</p> <p>d) the Tenderer has submitted certified copies of the directors, owners and shareholders' identity documents with the tender offer.</p> <p>e) the Tenderer is not in arrears for more than 90 days with municipal rates and taxes and services charges.</p>
C.3.16	<p><u>Replace the heading of the Clause with:</u></p> <p><b>Notice to Successful and Unsuccessful Tenderers</b></p> <p><u>Delete the contents of the clause and replace with the following:</u></p> <p>a) Before accepting the tender of the successful Tenderer, the Employer shall notify the successful tenderer in writing of the decision of the Employer's Bid Adjudication Committee to award the tender to the successful tenderer.</p>

Clause	Wording / Data
	<p>b) The Employer shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.</p> <p>c) No rights shall accrue to the successful tenderer in terms of this notice until after completion of the process of Disputes, Objections, Complaints and Queries, as per Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005),</p> <p>d) On completion of the above-mentioned process the Employer will sign the Acceptance part of the Form of Offer and Acceptance.</p> <p>The Employer shall, at the same time as notifying the successful Tenderer of the Bid Adjudication Committee's decision to award the tender to the successful Tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the employer is one.
<b>C.4</b>	<b>ADDITIONAL CONDITIONS OF TENDER</b>
C.4.1	George Municipality may also request that the Tenderer provide written evidence that his financial standing, labour, and resources are adequate for carrying out the project
C.4.2	The George Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigation into the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.
C4.3	<p>Compliance with Occupational Health and Safety Act 1993</p> <p>Tenderers are to note that the requirements to the Occupational Health and Safety (OHS) Act No. 85 of 1993. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith during supply and delivery of all materials or services.</p>
C.4.4	Tenderers are to take note of and acquaint themselves fully with National Treasury's Standard for Infrastructure Procurement and Delivery Management that will apply from 1 July 2017. All projects will be carried out and managed in accordance with this Standard. Strong emphasis is placed on reporting.
C.4.5	<p><u>Add the following new Clause:</u></p> <p><b>Negotiations with Preferred Tenderers</b></p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:</p> <p>a) Does not allow any preferred tenderer a second or unfair opportunity.</p> <p>b) Is not to the detriment of any other tenderer; and</p> <p>c) Does not lead to a higher price than the tender has submitted.</p>
C.4.6	<p><u>Add the following new Clause:</u></p> <p><b>Claims Arising after Submission of Tender:</b></p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Conditions of Contract, Scope of Services and Pricing Instructions, will be admitted by the Employer's Representative after the submission of any tender and the Tenderer shall be deemed to have:</p> <p>a) Read and fully understood the whole text of the Scope of Services and Pricing Instructions and thoroughly acquainted himself with the nature of the services proposed and generally of all matters which may influence the Contract.</p> <p>b) Visited the site of any proposed works; and</p> <p>c) Requested the Employer or his duly authorized representative to make clear the actual requirements of anything contained in the Scope of Services and Pricing Instructions, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.</p>

Clause	Wording / Data
	<p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Instructions contain any obvious errors, the Tenderer must apply to the Employer's Representative at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.</p>
C.4.7	<p><u>Add the following new Clause:</u></p> <p><b>Unreasonable or Out of Proportion Rates:</b></p> <p>A tender will be rejected if the financial offer and rates for any of the items in the Schedule of Rates are, in the opinion of the Employer, unreasonable or out of proportion. The Tenderer will be given a period of seven (7) days after having been notified in writing by the Employer to adjust the rates for the relevant items or provide substantive evidence that, in the opinion of the Employer, justifies the unreasonable or out of proportion rates.</p> <p>If the Tenderer fails to agree to adjust the rates as requested by the Employer or do not provide substantive evidence, that in the opinion of the Employer justifies the unreasonable, out of proportion or unrealistic rates the Tenderer will be declared non-responsive.</p>
C.4.8	<p><u>Add the following new Clause:</u></p> <p><b>Miscellaneous Special Conditions of Contract:</b></p> <p>In accordance with the Employers' Supply Chain Management Policy, the following special conditions of contract apply:</p> <ol style="list-style-type: none"> <li>a) Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered.</li> <li>b) When comparative prices must be calculated, any discounts which have been offered unconditionally will be taken into account.</li> <li>c) A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment to a tenderer in respect of an accepted tender is affected.</li> <li>d) Points scored will be rounded off to the nearest 2 decimal places.</li> <li>e) In the event that two or more tenders score equal total points, the successful tender will be the one scoring the highest number of preference points for B-BBEE.</li> <li>f) Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.</li> </ol>

## T1.3 : STANDARD CONDITIONS OF TENDER

**TABLE OF CONTENTS**

<b>C.1</b>	<b>General .....</b>	<b>T1-21</b>
C.1.1	Actions.....	T1-21
C.1.2	Tender Documents.....	T1-21
C.1.3	Interpretation .....	T1-21
C.1.4	Communication and employer’s agent.....	T1-22
C.1.5	Cancellation and Re-Invitation of Tenders .....	T1-22
C.1.6	Procurement procedures.....	T1-22
<b>C.2</b>	<b>Tenderer’s obligations .....</b>	<b>T1-23</b>
C.2.1	Eligibility.....	T1-23
C.2.2	Cost of tendering .....	T1-23
C.2.3	Check documents.....	T1-24
C.2.4	Confidentiality and copyright of documents .....	T1-24
C.2.5	Reference documents .....	T1-24
C.2.6	Acknowledge addenda .....	T1-24
C.2.7	Clarification meeting .....	T1-24
C.2.8	Seek clarification .....	T1-24
C.2.9	Insurance.....	T1-24
C.2.10	Pricing the tender offer .....	T1-24
C.2.11	Alterations to documents.....	T1-25
C.2.12	Alternative tender offers .....	T1-25
C.2.13	Submitting a tender offer .....	T1-25
C.2.14	Information and data to be completed in all respects .....	T1-25
C.2.15	Closing time.....	T1-25
C.2.16	Tender offer validity .....	T1-26
C.2.17	Clarification of tender offer after submission.....	T1-26
C.2.18	Provide other material .....	T1-26
C.2.19	Inspections, tests and analysis .....	T1-26
C.2.20	Submit securities, bonds, policies, etc. ....	T1-26
C.2.21	Check final draft .....	T1-27
C.2.22	Return of other tender documents .....	T1-27
C.2.23	Certificates.....	T1-27
<b>C.3</b>	<b>The employer’s undertakings .....</b>	<b>T1-27</b>
C.3.1	Respond to requests from the tenderer .....	T1-27
C.3.2	Issue Addenda .....	T1-27
C.3.3	Return late tender offers.....	T1-27
C.3.4	Opening of tender submissions.....	T1-28

C.3.5	Two-envelope system .....	T1-28
C.3.6	Non-disclosure .....	T1-28
C.3.7	Grounds for rejection and disqualification .....	T1-28
C.3.8	Test for responsiveness .....	T1-28
C.3.9	Arithmetical errors, omissions and discrepancies .....	T1-29
C.3.10	Clarification of a tender offer .....	T1-29
C.3.11	Evaluation of tender offers .....	T1-29
C.3.12	Insurance provided by the employer .....	T1-30
C.3.13	Acceptance of tender offer .....	T1-30
C.3.14	Prepare contract documents .....	T1-31
C.3.15	Complete adjudicator's contract .....	T1-31
C.3.16	Registration of the award .....	T1-31
C.3.17	Provide copies of the contracts .....	T1-31
C.3.18	Provide written reasons for actions taken .....	T1-31

**T1.3: STANDARD CONDITIONS OF TENDER**

**TABLE OF CONTENTS**

<b>C.1</b>	<b>General</b> .....	<b>T1-21</b>
C.1.1	Actions.....	T1-21
C.1.2	Tender Documents.....	T1-21
C.1.3	Interpretation .....	T1-21
C.1.4	Communication and employer’s agent.....	T1-22
C.1.5	Cancellation and Re-Invitation of Tenders .....	T1-22
C.1.6	Procurement procedures.....	T1-22
<b>C.2</b>	<b>Tenderer’s obligations</b> .....	<b>T1-23</b>
C.2.1	Eligibility.....	T1-23
C.2.2	Cost of tendering .....	T1-23
C.2.3	Check documents.....	T1-24
C.2.4	Confidentiality and copyright of documents .....	T1-24
C.2.5	Reference documents .....	T1-24
C.2.6	Acknowledge addenda .....	T1-24
C.2.7	Clarification meeting .....	T1-24
C.2.8	Seek clarification .....	T1-24
C.2.9	Insurance.....	T1-24
C.2.10	Pricing the tender offer .....	T1-24
C.2.11	Alterations to documents.....	T1-25
C.2.12	Alternative tender offers .....	T1-25
C.2.13	Submitting a tender offer .....	T1-25
C.2.14	Information and data to be completed in all respects .....	T1-25
C.2.15	Closing time.....	T1-25
C.2.16	Tender offer validity .....	T1-26
C.2.17	Clarification of tender offer after submission.....	T1-26
C.2.18	Provide other material .....	T1-26
C.2.19	Inspections, tests and analysis .....	T1-26
C.2.20	Submit securities, bonds, policies, etc. ....	T1-26
C.2.21	Check final draft .....	T1-27
C.2.22	Return of other tender documents .....	T1-27
C.2.23	Certificates.....	T1-27
<b>C.3</b>	<b>The employer’s undertakings</b> .....	<b>T1-27</b>
C.3.1	Respond to requests from the tenderer .....	T1-27
C.3.2	Issue Addenda .....	T1-27
C.3.3	Return late tender offers.....	T1-27
C.3.4	Opening of tender submissions.....	T1-28

C.3.5	Two-envelope system .....	T1-28
C.3.6	Non-disclosure .....	T1-28
C.3.7	Grounds for rejection and disqualification .....	T1-28
C.3.8	Test for responsiveness .....	T1-28
C.3.9	Arithmetical errors, omissions and discrepancies .....	T1-29
C.3.10	Clarification of a tender offer .....	T1-29
C.3.11	Evaluation of tender offers .....	T1-29
C.3.12	Insurance provided by the employer .....	T1-30
C.3.13	Acceptance of tender offer .....	T1-30
C.3.14	Prepare contract documents .....	T1-31
C.3.15	Complete adjudicator's contract .....	T1-31
C.3.16	Registration of the award .....	T1-31
C.3.17	Provide copies of the contracts .....	T1-31
C.3.18	Provide written reasons for actions taken .....	T1-31

**CIDB STANDARD CONDITIONS OF TENDER**  
**(August 2019 edition)**

As published in Annex C of the Construction Industry Development Board's (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts as published in Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019.

\* Note that should there be any discrepancies between this reproduction and the original document, the contents of the original document will prevail.

**C.1 GENERAL**

**C.1.1 Actions**

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

**Note:** 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect, or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

**C.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

**C.1.3 Interpretation**

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

##### **C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

**C.2 TENDERER'S OBLIGATIONS**

**C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

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

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **C.2.10 Pricing the tender offer**

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **C.2.12 Alternative tender offers**

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

### **C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

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

**C.2.15 Closing time**

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**C.3 THE EMPLOYER'S UNDERTAKINGS**

**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be

corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/ or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

**C.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

**C.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**GEORGE MUNICIPALITY**  
**DEPARTMENT: CIVIL ENGINEERING SERVICES**

**TENDER NO. T/ING/015/2022**

**MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-  
GEORGE) BUS DEPOT**

**TENDER**

**PART T2: RETURNABLE DOCUMENTS**

**CONTENTS**

<b>Number</b>	<b>Heading</b>	<b>Page</b>
T2.1	Returnable Schedules	49
T2.2	Additional Returnable Schedules	50

<b>T2.1 : RETURNABLE SCHEDULES</b>
------------------------------------

Each tenderer is required to complete and return the tender documents issued.

The following schedules are also to be completed and returned, as they constitute part of the tender.

A standardised numbering system is used for the below schedules. Some of the standard schedules have been omitted as they are not relevant to this tender. The numbering of the schedules will therefore not necessarily follow in a chronological order.

Whilst many of the schedules are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. This is clarified in the heading of the tables below.

**For this reason, it is very important that tenderers complete, sign, submit and return all information, documents and schedules as requested.**

<b>1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion) – Failure to complete these applicable schedules will result in the tender offer being deemed non-responsive and disqualified from further consideration</b>			<b>Page</b>
T 2.1.1	Authority of Signatory	Tick if completed, submitted, and complied with.	51
T 2.1.2	Authority of Signatory for Joint Venture	Tick if completed, submitted, and complied with.	54
T 2.1.3	Certificate of Attendance of Compulsory Clarification Meeting	Tick if completed, submitted, and complied with.	55
T 2.1.4	Bid for the Requirements of the George Municipality	Tick if completed, submitted, and complied with.	56
T 2.1.5	Payments of Municipal Accounts	Tick if completed, submitted, and complied with.	58
T 2.1.6	Certificate for Municipal Services	Tick if completed, submitted, and complied with.	59
T 2.1.7	Declaration in terms of the MFMA (Act 56 of 2003) in Terms of Municipal Rates and Services	Tick if completed, submitted, and complied with.	60
T 2.1.8	Authorisation for the Deduction of Outstanding Amounts owed to the George Municipality	Tick if completed, submitted, and complied with.	61
T 2.1.9	Certificate of Undisputed Commitments	Tick if completed, submitted, and complied with.	62
T 2.1.10	Tax Clearance Certificate Requirements	Tick if completed, submitted, and complied with.	63
T 2.1.11	VAT Registration Certificate	Tick if completed, submitted, and complied with.	64
T 2.1.12	Central Supplier Database Registration	Tick if completed, submitted, and complied with.	65
T 2.1.13	Status of Concern Submitting Tender	Tick if completed, submitted, and complied with.	66
T 2.1.14	Business Registration Documents	Tick if completed, submitted, and complied with.	68
T 2.1.15	Three (3) Year Audited Financial Statements (applicable to contracts in excess of R10 million)	Tick if completed, submitted, and complied with.	69
T 2.1.16	Joint Venture (JV) Agreement (if applicable)	Tick if completed, submitted, and complied with.	70
T 2.1.17	Broad-Based Black Economic Empowerment (B-BBEE) Certificate	Tick if completed, submitted, and complied with.	71
T 2.1.18	Preference Points Claim Form in terms of the Preferential Procurement Regulations, 2017	Tick if completed, submitted, and complied with.	72

<b>1. RETURNABLE SCHEDULES REQUIRED FOR <u>TENDER EVALUATION PURPOSES</u> (Included hereafter for completion) – Failure to complete these applicable schedules will result in the tender offer being deemed non-responsive and disqualified from further consideration</b>			<b>Page</b>
T 2.1.19	Goods or Services Sourced from Outside the Republic of South Africa	Tick if completed, submitted, and complied with.	78
T 2.1.20	Declaration of Interest in Tender of Persons in Service of the State	Tick if completed, submitted, and complied with.	79
T 2.1.21	Compulsory Enterprise Questionnaire	Tick if completed, submitted, and complied with.	83
T 2.1.22	Declaration of Tenderer's Past Supply Chain Management Practices	Tick if completed, submitted, and complied with.	84
T 2.1.23	Certificate of Independent Bid Determination	Tick if completed, submitted, and complied with.	86
T 2.1.24	Declaration in Respect of Compliance with Labour Legislation		88
T 2.1.25	Proof of Payment of Unemployment Insurance Fund (UIF)		89
T 2.1.26	Declaration Concerning Fulfilment of the Construction Regulations, 2014		90
T 2.1.27	Record of Addenda to Tender Documents	Tick if completed, submitted, and complied with.	91
T 2.1.28	Proposed Amendments	Tick if completed, submitted, and complied with.	92
T 2.1.29	Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State	Tick if completed, submitted, and complied with.	93
T 2.1.30	Schedule of Contracts Awarded to Tenderer by Organs of State if Tender is Greater than R10 million	Tick if completed, submitted, and complied with.	94
T 2.1.31	Schedule of Proposed Subconsultants	Tick if completed, submitted, and complied with.	95

<b>2. RETURNABLE SCHEDULES <u>THAT WILL BE INCORPORATED INTO THE CONTRACT</u> (Included hereafter for completion) – Failure to submit the applicable schedules will result in the tender offer being deemed non-responsive and disqualified from further consideration</b>			<b>Page</b>
C 1.1	Form of Offer and Acceptance	Tick if completed, submitted, and complied with.	132
C 1.2	Contract Data	Tick if completed, submitted, and complied with.	135
C 2.1	Pricing Instructions	Tick if completed, submitted, and complied with.	147
C 2.2	Schedule of Rates	Tick if completed, submitted, and complied with.	151
C 2.3	Summary Page of Schedule of Rates	Tick if completed, submitted, and complied with.	163
T 2.1.16	Joint Venture (JV) Agreement (if applicable)	Tick if completed, submitted, and complied with.	70
T 2.1.27	Record of Addenda to Tender Documents	Tick if completed, submitted, and complied with.	91
T 2.1.28	Proposed Amendments	Tick if completed, submitted, and complied with.	92
T2.2.6	Key Personnel Assigned to the Contract	Tick if completed, submitted, and complied with.	103

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct. I further confirm that all eligibility criteria stated within each schedule has been satisfied.*

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.1.1 : AUTHORITY OF SIGNATORY**

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

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

**A. Certificate for Company**

I, ..... , chairperson of  
 the board of directors of ..... ,  
 hereby confirm that by resolution of the board (copy attached) taken on .....  
 20 ..... , Mr/Ms .....  
 acting in the capacity of ..... , was authorized to sign  
 all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witnesses :

- 1. .... Chairman: .....
- 2. .... Date: .....

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
 ..... , hereby authorize Mr/Mrs  
 ..... acting in the capacity of  
 ..... to sign  
 all documents in connection with the tender for Contract .....  
 .....and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

**C. Certificate for Joint Venture**

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

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

Name Of Firm	Address	Authorising Signature, Name & Capacity
Lead Partner		

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

**D. Certificate for Sole Proprietor**

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

**As witnesses :**

1. .... Signature : Sole owner .....

2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
 hereby authorize Mr/Mrs .....  
 acting in the capacity of ....., to  
 sign all documents in connection with the tender for Contract and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

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

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

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

Tenderer .....

**T2.1.2: AUTHORITY OF SIGNATORY 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 .....

..... authorised signatory of the company, close corporation or partnership, 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.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: _____  Name: _____ Designation: _____
		Signature: _____  Name: _____ Designation: _____
		Signature: _____  Name: _____ Designation: _____

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

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**T2.1.3 : CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING**

This is to certify that ..... (Tenderer),  
of .....  
..... (address),  
was represented by the person(s) named below at the meeting held for all tenderers at  
..... (location), on ..... (date),  
starting at .....

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

Particulars of person(s) attending the meeting:

**Person 1:**

Name: .....  
Signature: .....  
Capacity: .....

**Person 2:**

Name: .....  
Signature: .....  
Capacity: .....

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

Name: .....  
Signature: .....  
Capacity: .....

**T2.1.4: BID FOR THE REQUIREMENTS OF THE GEORGE MUNICIPALITY**

**PART A: INVITATION TO BID**

<b>Tax Compliance Status</b>	<b>TCS Pin:</b>		<b>CSD No:</b>		
<b>B-BBEE Status Level Verification Certificate [Tick Applicable Box]</b>	<b>Yes</b>	<b>No</b>	<b>B-BBEE Status Level Certificate</b>		
			<b>Sworn Affidavit</b>		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>Are you the Accredited Representative in South Africa for the Goods / Services / Works Offered? [If Yes, Enclose Proof]</b>	<b>Yes</b>	<b>No</b>	<b>Are You a Foreign Based Supplier for the Goods/ Services/Works Offered? [If Yes, Answer Part 2.]</b>	<b>Yes</b>	<b>No</b>
<b>Signature of Bidder</b>			<b>Date</b>		

**PART B: TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided (not to be re-typed) or online**
- 1.3. This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate tcs certificate / pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the central supplier database (csd), a csd number must be provided.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS (TICK TO APPROPRIATE BOX)**

QUESTION	YES	NO
Is the entity a resident of the republic of South Africa (RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the RSA?		
Does the entity have any source of income in the RSA?		
Is the entity liable in the RSA for any form of taxation?		

**If the answer is "No" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

Signed ..... Date.....  
 Name ..... Position.....  
 Tenderer .....

<b>T2.1.4 : PAYMENT OF MUNICIPAL ACCOUNTS</b>
---

The Tenderer must attach to this page proof of payment of municipal rates and taxes or municipal services charges in terms of Clause 13(3)(c).

In terms of Clause 13(3)(d) of the George Municipality Supply Chain Management Policy (2022/23) no bid will be awarded to any bidder which is or whose directors are in arrears for more than three (3) months with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities. In this regard, the following is also required:

- In the event that the bidder (company) or directors are renting the premises, a valid rental agreement must be submitted.
- Statement of accounts submitted must not be older than three months.
- Bidders who reside outside the George Municipality must submit a Billing Clearance Certificate from the George Municipality and an updated Statement of Municipal Accounts from their respective municipality.

If the requested documentation does not accompany the tender submission, the Municipality reserves the right to obtain such documents (including sworn affidavits) after the closing date of the successful bidder to verify if the municipal accounts are in order.

**T2.1.6: CERTIFICATE FOR MUNICIPAL SERVICES**

The Tenderer is required to complete the information required in this returnable scheduled in terms of the George Municipality's Supply Chain Management Policy (2022/23) Clause 21(8)(b).

**Tender Number: T/ING/015/2022**

**Name of the Bidder:** \_\_\_\_\_

**DETAILS OF THE BIDDER: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(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 or other service provider in respect of which payment is overdue for more than 30 days.

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement MUST be attached to the tender document.

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

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

Tenderer .....

**T2.1.7: DECLARATION IN TERMS OF THE MFMA (NO 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES**

**Name of Enterprise/Tenderer\*:** .....

I the undersigned, who warrants that he/she is duly authorized to do so on behalf of the abovementioned enterprise/tenderer, do hereby declare that, to the best of my knowledge, neither the enterprise nor any of its directors, members or partners has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;
- c) abused the supply chain management system of any Municipality or any organ of state, or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury’s database as a person or juristic entity prohibited from doing business with the public sector.

**DECLARATION IN TERMS OF MFMA (NO. 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES**

Further to the above I herewith disclose the particulars of any award of more than R2 000-00 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months.

Name of that person: .....

Capacity in which that person is in the service of the state: .....

Amount of the award: .....

I acknowledge that any misrepresentation in respect of this declaration may be regarded as reason to cancel any contract arising out of this tender.

Signed On Behalf Of Enterprise/Tenderer: .....

Date: .....

\* where the entity tendering is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act and attach it to this schedule

**DOCUMENTARY EVIDENCE IN TERMS OF GOOD STANDING WITH MUNICIPAL RATES AND TAXES AND SERVICE CHARGES SHALL BE ATTACHED TO SCHEDULE T2.1.4.**

**T2.1.8: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE GEORGE MUNICIPALITY**

**To: THE MUNICIPAL MANAGER, GEORGE MUNICIPALITY**

**From:** \_\_\_\_\_  
(Name of tenderer)

The Tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the George Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the George Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the George Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the abuse of the Supply Chain Management Policy.

Physical Business address of the Tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the additional details to the Tender Document

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

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

Signed ..... Date.....  
 Name ..... Position.....  
 Tenderer .....

**T2.1.9: CERTIFICATION OF NO UNDISPUTED COMMITMENTS**

In terms of Clause 21(8)(b) of the George Municipality's Supply Chain Management Policy (2022/23) the Tenderers must attach to this page a signed certificate by the bidder certifying that the bidder has no undisputed commitments for municipal services towards the Municipality or other service provider in respect of which payment is overdue for more than 30 days.

**Not applicable if the value of the Tender Offer is below R10 million including VAT.**

<b>T2.1.10 : TAX CLEARANCE CERTIFICATE REQUIREMENTS</b>
---

In terms of Clause 13(1) and (3) of the Municipal Supply Chain Management Policy (2022/23), Tenderers must ensure that they are up to date with their payments of taxes.

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

1. In order to meet this requirement bidders are required to complete in full form TCC 001 – Application for a Tax Clearance Certificate (TCC) and submit to any SARS branch office nationally. The TCC requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will furnish the bidder with a TCC that will be valid for a period of one year from the date of approval.
3. The original TCC must be submitted together with the bid. Failure to submit the original and valid TCC will result in the invalidation of the bid. Certified copies of the TCC will not be acceptable.
4. In bids where Consortiums / Joint Ventures are involved, each party must submit a separate TCC
5. Copies of TCC Application for a TCC form available from any SARS branch office nationally or on the website, [www.sars.gov.za](http://www.sars.gov.za)
6. Applications for a Tax Compliance Status PIN can be made at any SARS branch office nationally, on the website, [www.sars.gov.za](http://www.sars.gov.za) or can be made via e-filing. **Not required if tax pin is provided by the tenderer.**

Tax Compliance Status PIN	.....
---------------------------	-------

Signed ..... Date.....  
Name ..... Position.....  
Tenderer .....

**T2.1.7: VAT REGISTRATION CERTIFICATE**

Tenderers must attach hereto a copy of their VAT registration as proof that they are a VAT vendor.

In the case of a joint venture a VAT registration certificate must be submitted for the registered joint venture.

In respect of an unincorporated joint venture, being a joint venture between two or more measured entities which is not constituted in the form of an incorporated juristic person, each entity must submit a copy of their VAT registration as proof that they are each a VAT vendor.

**T2.1.12: CENTRAL SUPPLIER DATABASE REGISTRATION**

Registration with the electronic Central Suppliers Database (CSD), developed by National Treasury, is required for all existing and prospective service providers/creditors to the George Municipality. Visit [www.csd.gov.za](http://www.csd.gov.za) for self-registering.

Prospective Tenderers are required to submit proof of registration on the CSD.

Existing George Municipality Suppliers must ensure that their information is up to date annually.

Joint Ventures/Consortiums are permitted provided that they submit proof of registration or proof of application for registration of the Joint Venture/Consortium on the National Treasury CSD.

In the case of a new joint venture/consortium, proof of an active and valid registration must be submitted for each party within the joint venture/consortium at the time of tender. Should the Tenderer be recommended for award, registration of the Joint Venture/Consortium must be valid and active before the award can take place.

<b>T2.1.13 : STATUS OF CONCERN SUBMITTING TENDER</b>
--

**General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, or a joint venture:

(Mark the appropriate option below)

Public Company	
Private Company	
Closed Corporation	
Partnership	
Sole Proprietary	
Joint Venture	
Co-operative	

**Information to be Provided**

No	If the Tendering Entity is a:	Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act 1984, Act 69 of 1984.	CIPC CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (including Companies incorporated under Art 53 (b)).	Copies of: a) CIPC CM 1 - Certificate of Incorporation b) CIPC CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
5	Sole Proprietary or a Partnership.	Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement.
6	Co-operative.	CIPC CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017).
7	Joint Venture.	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

**Note:**

- 1) If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
- 2) Include a copy of the Certificate of Change of Name (CM9) if applicable.
- 3) **Registered for Vat Purposes in Terms of the Value-Added Tax Act, (Act No. 89 of 1991)**  
(Tick applicable box below)

YES		NO	
-----	--	----	--

REGISTRATION NO: .....

<b>T2.1.14 : BUSINESS REGISTRATION DOCUMENTS</b>
--

Attach, as part of the tender submission, proof of valid registration to the companies and intellectual property commission documents of incorporation of company, close corporation or partnership.

In the case of a joint venture between two or more firms, the tenderer shall include all the documents of all the entities involved in the joint venture.

Sole proprietors are exempted and are only required to submit a copy of their identification document and bidders tax clearance certificate.

**T2.1.15 : THREE (3) YEAR AUDITED FINANCIAL STATEMENTS**

In terms of Clause 21(8)(a) of the George Municipality's Supply Chain Management Policy (2022/23), if the tender value exceeds R10 million the tender is required to submit with this tender three year audited financial statements.

In the case of a joint venture, audited financial statements of all entities must be attached.

**T2.1.16: JOINT VENTURE AGREEMENT**

The Tenderer must attach to this page a joint venture agreement, if applicable.

The agreement must clearly indicate the entities comprising the joint venture, the percentage split as well as the lead partner of the joint venture.

**T2.1.17: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE**

1. Valuation of preference points is based on tenderers' scorecards in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009. In terms of Government Notice 810 of 31 July 2009, only B-BBEE Verification Certificates issued by Accredited Verification Agencies or Verification Agencies that are in possession of a valid pre-assessment letter from the South African National Accreditation System (SANAS) will be valid.
2. However, despite the above, all Verification Certificates issued by non-accredited Verification Agencies will not be accepted unless the Verification Agency is in possession of a valid pre-assessment letter from the South African National Accreditation System (SANAS) will be valid.
3. Tenderers shall therefore submit their company's scorecard by attaching to this page a B-BBEE Verification Certificate. The B-BBEE Verification Certificate must indicate the BLACK OWNERSHIP details.
4. The Verification Certificate must be current, meaning that it must have been issued more recently than 12 (twelve) months prior to the tender closing date.
5. In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificates must be submitted for the JV or a score of zero points will be applied.

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**T2.1.18: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
  - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

##### 4.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where  $P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{max}$  = Price of highest acceptable bid

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

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

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

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

***(Proof of sub-contractor/s B-BBEE status level MUST be attached with the tender document.)***

iv) Whether the sub-contractor is an EME or QSE.

*(Tick applicable box)*

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

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

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

**SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_% black owned;
  - The enterprise is \_\_\_\_\_% black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

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

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

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature & stamp

**T2.1.19: GOODS OR SERVICES SOURCED FROM OUTSIDE THE REPUBLIC OF SOUTH AFRICA**

In terms of Clause 21(8)(d) of the George Municipality's Supply Chain Management Policy (2022/23) the Tenderer must attach to this page a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion or payment from the municipality or municipal entity is expected to be transferred out of the Republic.

**Not applicable if the value of the Tender Offer is below R10 million including VAT.**

**T2.1.20: DECLARATION OF INTEREST**

THIS FORM MUST BE COMPLETED IN FULL AND SIGNED. FAILURE TO COMPLY WILL RESULT IN THE TENDER BEING DISQUALIFIED.  
 (Refer to Clauses C2.25 and C2.26 in the Tender Data)

No bid will be accepted from persons in the service of the state.

Any person having kinship with persons in the service of the state, including a blood relationship make an offer or offers in terms of this invitation to bid. In the view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representatives declare their position in relation to the evaluation /adjudication authority and/or take an oath declaring his/her interest.

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

Full Name : \_\_\_\_\_  
 Identity Number : \_\_\_\_\_  
 Company Registration Number : \_\_\_\_\_  
 Tax Reference Number : \_\_\_\_\_  
 VAT Registration Number : \_\_\_\_\_

No	Question	Answer (tick applicable box)	
		YES	NO
1	Are you presently in the service of the state?*		
1.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....		
2	Have you been in the service of the state for the past twelve months?		

No	Question	Answer (tick applicable box)	
2.1	If so, furnish particulars.  .....  .....		
3	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	
3.1	If yes, furnish the following particulars:  Name of person: .....  Name of state institution at which you or the person connected to the bidder is employed:  .....  Position occupied in the state institution:  .....  Any other particulars: .....  .....		
4	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES	
		NO	
4.1	If yes, furnish the following particulars:  Name of person: .....  Name of state institution at which you or the person connected to the bidder is employed:  .....  Position occupied in the state institution: .....  Any other particulars: .....  .....		
5	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES	
		NO	

No	Question	Answer (tick applicable box)	
5.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder / member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....		
6	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES	
		NO	
6.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder / member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....		
7	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES	
		NO	
7.1	If yes, furnish particulars:  .....  .....		

8.	Full details of directors / trustees / members / shareholders:		
<b>THE FOLLOWING INFORMATION IS <u>COMPULSORY</u> TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>			

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

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

Signed ..... Date.....  
 Name ..... Position.....  
 Tenderer .....

**T2.1.21: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:**

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

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number**

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 6: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

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

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

Tenderer .....

<b>T2.1.22: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
--

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a. abused the Municipality's / Municipal entity's supply chain management system or been guilty of any improper conduct in relation to such system.
  - b. been convicted for fraud or corruption during the past five years.
  - c. wilfully neglected, reneged on, or failed to comply with any government, Municipal or other public sector 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, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being disqualified.

ITEM	QUESTION	RESPONSE (tick applicable box)	
4.1	<p><b>Is the Tenderer or any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector?</b></p> <p>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p><b>Is the Tenderer 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, 2004 (Act 12 of 2004)?</b></p> <p>(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 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p><b>Was the Tenderer 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></p>	Yes	No

ITEM	QUESTION	RESPONSE (tick applicable box)	
	If so, furnish particulars:		
4.4	<b>Was any contract between the Tenderer 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	No
	If so, furnish particulars:		
4.5	<b>Does the tenderer 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	No
	If so, furnish particulars:		

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

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**T2.1.23: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

This form serves as a declaration to be used by the Employer in ensuring that when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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>2</sup>. Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

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

The Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combatting of abuse of the supply chain management system, and must enable the accounting officer, among other 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.

In order to give effect to the above, this form must be completed in full and signed. Failure to comply will result in the tender being disqualified.

I, the undersigned, in submitting the accompanying bid:

.....  
(Contract number and title)

In response to the invitation for the bid made by:

.....  
(Name of Municipality)

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

I certify, on behalf of: ..... that:  
(Name of bidder)

1. I have read and I understand the contents of this certificate.
2. I understand that the accompanying bid will be disqualified if this certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a) Has been requested to submit a bid in response to this bid invitation.
  - b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and

- c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture consortium \* will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
  - a) Prices.
  - b) Geographical area where product or service will be rendered (market allocation).
  - c) Methods, factors, or formulas used to calculate prices.
  - d) The intention or decision to submit or not to submit, a bid.
  - e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) Bidding with the intention not to win the bid.

\*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.

- 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.

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**T2.1.24: DECLARATION IN RESPECT OF COMPLIANCE WITH LABOUR LEGISLATION**

The Tenderer, by signing this schedule, declares that he/she will comply with all labour legislation, as may be applicable.

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**T2.1.25: PROOF OF PAYMENT OF UNEMPLOYMENT INSURANCE FUND**

The tenderer must attach to this page a letter from the Department of Employment and Labour indicating his good standing with regard to the Unemployment Insurance Fund (UIF) payments.

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**T2.1.26: DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 5(1)(e) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer must ensure that the designer carries out all responsibilities contemplated in regulation 6.

Tenderers shall answer the below questions:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick appropriate box)

<b>YES</b>	
<b>NO</b>	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick appropriate box)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Project team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

**T2.1.27: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

No.	Date	Title
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**T2.1.28: PROPOSED AMENDMENTS**

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

Alternative offers are not considered, refer to Clause C.2.12.

PAGE	CLAUSE OR ITEM	PROPOSAL

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

Signed .....

Date.....

Name .....

Position.....

Tenderer .....



**T2.1.30: SCHEDULE OF CONTRACTS AWARDED TO TENDERER BY ORGANS OF STATE IF GREATER THAN R10 MILLION**

*(Organs of State include any Local, Provincial or National Government Authority)*

In terms of Clause 21(d)(iii) of the Supply Chain Management Policy, the tenderer shall list hereunder, particulars of contracts awarded to him by any Organ of State, during the past 5 years. Any material non-compliance or dispute concerning the execution of any of these contracts must be mentioned:

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. 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 service" that the contract 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 tenderer.

Organ of state, i.e., national, or provincial department, public entity, municipality, or municipal entity	Title of contract for the service	Value of Work Inclusive of VAT (Rand)	Date completed (State current if not yet completed)

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

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

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

Tenderer .....

**T2.1.31: SCHEDULE OF PROPOSED SUB CONSULTANT(S)**

It is our intention to employ the following subconsultants and/or specialists for work in this contract.

We are aware of the requirements that we may not subcontract more than 25% of the value of the contract to subcontractors that do not have an equal or higher B-BBEE status level of contributor than the Tenderer, unless the intended subcontractors are exempted micro-enterprises that have the capacity and ability to execute the subcontract works as per Standard Conditions of Tender.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors and/or specialists. Should any of the subcontractors and/or specialists not be approved after acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

Refer to Clause 2.28 of the Tender Data regarding sub-consulting.

No.	Name and Address of Proposed Subconsultant	Nature and Extent of Work	Previous Experience with Subconsultant
1.			
2.			
3.			
4.			
5.			

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>T2.2: ADDITIONAL RETURNABLE SCHEDULES</b>
--

Each tenderer is required to complete and return the tender documents issued.

The following schedules are also to be completed and returned, as they constitute part of the tender.

Whilst many of the schedules are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. This is clarified in the heading of the tables below.

**For this reason, it is very important that tenderers complete, sign, submit and return all information, documents and schedules as requested.**

<b>1. ADDITIONAL RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES AND THAT WILL BE INCORPORATED INTO THE CONTRACT – Failure to submit the applicable schedules will result in the tender offer being deemed non-responsive and disqualified from further consideration</b>			<b>Page</b>
T 2.2.1	Company Information for Tenders Greater than R10 million	Tick if completed, submitted, and complied with.	97
T 2.2.2	Financial References	Tick if completed, submitted, and complied with.	98
T 2.2.3	Proof of Professional Indemnity Insurance	Tick if completed, submitted, and complied with.	99
T 2.2.4	Projects Undertaken by Tenderer	Tick if completed, submitted, and complied with.	100
T 2.2.5	Contract Organogram	Tick if completed, submitted, and complied with.	102
T 2.2.6	Key Personnel Assigned to the Contract	Tick if completed, submitted, and complied with.	103
T 2.2.7	Proof of Membership with a Recognised Professional Body	Tick if completed, submitted, and complied with.	120
T 2.2.8	Quality Management System	Tick if completed, submitted, and complied with.	121
T 2.2.9	Nominated references	Tick if completed, submitted, and complied with.	122
T 2.2.10	Office Location	Tick if completed, submitted, and complied with.	129
T 2.2.11	Software	Tick if completed, submitted, and complied with.	130

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct. I further confirm that all eligibility criteria stated within each schedule has been satisfied.*

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

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

Tenderer .....

**T2.2.1: COMPANY INFORMATION FOR TENDERS GREATER THAN R10 MILLION**

The tenderer is required by law to prepare annual financial statements for auditing and is therefore requested to provide audited annual financial statements:

(Tick applicable box)

	For the past three years
	Since their establishment if established during the past three years

Indicate whether these have been included in the tender:

No	Question	Response (tick relevant box)	
		Yes	No
1	Does the tenderer have any undisputed commitments for Municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?		
	If so, state particulars ..... .....		
2	Have any contracts been awarded to the tenderer by an organ of state during the past five years?		
	If so, state particulars ..... .....		
3	Has there been any material non-compliance or dispute concerning the execution of such contract?		
	If so, state particulars ..... ..... .....		
4	Is any portion of the goods or services expected to be sourced out from outside the Republic?		
	If so, state what portion and whether any portion of payment from the Municipality is expected to be transferred out of the Republic. ..... .....		

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

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

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

Tenderer .....

**T2.2.2: FINANCIAL REFERENCES**

The tenderer shall attach to this form a letter from the bank at which he/she declares that he/she conducts his/her account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender.

The tenderers banking details as they appear below shall be completed.

In the event that the tenderer is a joint venture enterprise, details of all members of the joint venture shall be similarly provided and attached to this form.

Description	Details
<b>Name of account holder</b>	
<b>Account number</b>	
<b>Name of bank</b>	
<b>Branch name</b>	
<b>Branch code</b>	
<b>Bank rating</b> (current rating, attach letter from bank)	
<b>Bank and branch details</b>	

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

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

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

Tenderer .....

**T2.2.3: PROOF OF PROFESSIONAL INDEMNITY INSURANCE**

The Tenderer is to attach proof of the minimum level of Professional Indemnity Insurance required, or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed professional indemnity insurance cover.

The value is as stated in Clause C.2.20 of the Tender Data.

<b>T2.2.4: PROJECTS UNDERTAKEN BY TENDERER</b>
--

Tenderers are to provide details and proof of an appointment letter(s) and completion certificate(s) / letter(s) for projects implemented and completed for private clients or organ on state as per Clause C.3.11.4 of the Tender Data for:

- Industrial / Transportation orientated buildings / structures with a floor area of at least 10 000m<sup>2</sup> completed in the last 10 years (counting from the tender closing date) with a construction value of at least R 50 000 000.00 including VAT.

Proof of appointment and completion and value of each project, in the form of copies of the below is to be included in a separate folder/document and not attached to this schedule.

No.	Project Name	Client	Project Period (mm-yyyy)		Value of Work (including VAT)
			Start	End	
1			Start		
			End		
2			Start		
			End		
3			Start		
			End		
4			Start		
			End		
5			Start		
			End		
6			Start		
			End		
7			Start		
			End		
8			Start		
			End		

No.	Project Name	Client	Project Period (mm-yyyy)		Value of Work (including VAT)
9			Start		
			End		
10			Start		
			End		

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.2.5: CONTRACT ORGANOGRAM**

The Tenderer must include an organogram for the contract, that contains information on the name, whom must be a natural person, and role that each individual that will make up the project team, in the separate document/folder. This information must correlate with the information submitted within schedule T2.2.6: KEY PERSONNEL ASSIGNED TO THE CONTRACT.

The project team is to comprise of the following members:

- Project Manager
- Structural Engineer \*
- Civil Engineer
- Electrical Engineer\*
- Mechanical Engineer\*
- Architect\*
- Quantity Surveyor\*
- Contracts Engineer

Notes:

All positions listed above, except those marked with an asterisk \*, must be filled by a single individual who cannot fulfil any other position within this project.

**T2.2.6: KEY PERSONNEL ASSIGNED TO THE CONTRACT**

The job description of each project team member shall be in accordance with the criteria stipulated within Clause C.3.11.4 section 1.3 of the Tender Data. Each member of the project team must submit proof that these requirements are met to the satisfaction of the Employer.

Curriculum vitae (CV), as provided for each key person must be completed for everyone on the pages provided including certified copies of qualifications (copies of certified copies are acceptable) must be submitted for each of the proposed key personnel.

CV's not completed and signed by the key person on the provided pages included after this schedule will not be accepted. Where CV's cannot be signed in person, electronic signatures are acceptable but the CV must be accompanied by a letter confirming that the signature on the CV is that of the key person. CV's may not be signed on behalf of key persons.

Position	Full Name	Highest Qualification	Professional Registration No. (If applicable)	Relevant years of Experience (post-graduation)
Project Manager				
Structural Engineer				
Civil Engineer				
Electrical Engineer				
Mechanical Engineer				
Architect				
Quantity Surveyor				
Contracts Engineer				

**Notes:**

All positions defined in the above table, except those marked with an asterisk \*, must be filled by a single individual who cannot fulfil any other position within this project.

Post-graduation means having graduated from university, also applicable to those personnel with professional registration requirements.

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

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

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

Tenderer .....

**Curriculum Vitae: Project Manager**

Attach copies of certified qualifications and professional registration, as well as letter of intent of staff sourced from external service providers.

Full name:						
ID Number:				Contact Number:		
Current Work Address:						
Current Employer:						
E-Mail address:						
Highest Qualification:						
Date Obtained (mm-yyyy):				Overall Years' Experience (Post Qualification):		
Years relevant experience (post qualification):						
Professional Registration Category (tick relevant box):	PrEng	PrTechEng	PrTechni	None	Registration number:	
					Date Obtained (mm-yyyy)	

**Relevant/Applicable experience** (refer to the request for quotation)

Employer (Client)	Project Description		Key Person Involvement	
			Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			

	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
<b>Certification:</b> I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience.			Signature:	
			Date:	

**Curriculum Vitae: Structural Engineer**

Attach copies of qualifications and professional registration, as well as letter of intent of staff sourced from external service providers.

Full name:						
ID Number:				Contact Number:		
Current Work Address:						
Current Employer:						
E-Mail address:						
Highest Qualification:						
Date Obtained (mm-yyyy):				Overall Years' Experience (Post Qualification):		
Years relevant experience (post qualification):						
Professional Registration Category (tick relevant box):	PrEng	PrTechEng	PrTechni	None	Registration number:	
					Date Obtained (mm-yyyy)	

**Relevant/Applicable experience** (refer to the request for quotation)

Employer (Client)	Project Description		Key Person Involvement	
			Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			

	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
<b>Certification:</b> I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience.			Signature:	
			Date:	

**Curriculum Vitae: Civil Engineer**

Attach copies of qualifications and professional registration, as well as letter of intent of staff sourced form external service providers.

Full name:						
ID Number:				Contact Number:		
Current Work Address:						
Current Employer:						
E-Mail address:						
Highest Qualification:						
Date Obtained (mm-yyyy):				Overall Years' Experience (Post Qualification):		
Years relevant experience (post qualification):						
Professional Registration Category (tick relevant box):	PrEng	PrTechEng	PrTechni	None	Registration number:	
					Date Obtained (mm-yyyy)	

**Relevant/Applicable experience** (refer to the request for quotation)

Employer (Client)	Project Description		Key Person Involvement	
			Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			

	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
<b>Certification:</b> I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience.			Signature:	
			Date:	

**Curriculum Vitae: Electrical Engineer**

Attach copies of qualifications and professional registration, as well as letter of intent of staff sourced from external service providers.

Full name:						
ID Number:				Contact Number:		
Current Work Address:						
Current Employer:						
E-Mail address:						
Highest Qualification:						
Date Obtained (mm-yyyy):				Overall Years' Experience (Post Qualification):		
Years relevant experience (post qualification):						
Professional Registration Category (tick relevant box):	PrEng	PrTechEng	PrTechni	None	Registration number:	
					Date Obtained (mm-yyyy)	

**Relevant/Applicable experience** (refer to the request for quotation)

Employer (Client)	Project Description		Key Person Involvement	
			Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			

	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
<b>Certification:</b> I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience.			Signature:	
			Date:	

**Curriculum Vitae: Mechanical Engineer**

Attach copies of qualifications and professional registration, as well as letter of intent of staff sourced from external service providers.

Full name:						
ID Number:				Contact Number:		
Current Work Address:						
Current Employer:						
E-Mail address:						
Highest Qualification:						
Date Obtained (mm-yyyy):				Overall Years' Experience (Post Qualification):		
Years relevant experience (post qualification):						
Professional Registration Category (tick relevant box):	PrEng	PrTechEng	PrTechni	None	Registration number:	
					Date Obtained (mm-yyyy)	

**Relevant/Applicable experience** (refer to the request for quotation)

Employer (Client)	Project Description		Key Person Involvement	
			Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			

	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
<b>Certification:</b> I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience.			Signature:	
			Date:	

**Curriculum Vitae: Quantity Surveyor**

Attach copies of qualifications and professional registration, as well as letter of intent of staff sourced form external service providers.

Full name:						
ID Number:				Contact Number:		
Current Work Address:						
Current Employer:						
E-Mail address:						
Highest Qualification:						
Date Obtained (mm-yyyy):				Overall Years' Experience (Post		
Years relevant experience (post qualification):						
Professional Registration Category (tick relevant box):	PrQS	PrTechQS	PrTechniQS	None	Registration number:	
					Date Obtained (mm-yyyy)	

**Relevant/Applicable experience** (refer to the request for quotation)

Employer (Client)	Project Description	Key Person Involvement	
		Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		

	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
<b>Certification:</b> I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience.			Signature:	
			Date:	

**Curriculum Vitae: Architect**

Attach copies of qualifications and professional registration, as well as letter of intent of staff sourced form external service providers.

Full name:						
ID Number:					Contact Number:	
Current Work Address:						
Current Employer:						
E-Mail address:						
Highest Qualification:						
Date Obtained (mm-yyyy):					Overall Years' Experience (Post	
Years relevant experience (post qualification):						
Professional Registration Category (tick relevant box):	PrArch	PrTechAcrh	PrTechniArch	None	Registration number:	
					Date Obtained (mm-yyyy)	

**Relevant/Applicable experience** (refer to the request for quotation)

Employer (Client)	Project Description	Key Person Involvement	
		Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		
	Brief scope of Work:		
	Role:		

	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
<b>Certification:</b> I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience.			Signature:	
			Date:	

**Curriculum Vitae: Contract Engineer**

Attach copies of qualifications and professional registration, as well as letter of intent of staff sourced from external service providers.

Full name:						
ID Number:				Contact Number:		
Current Work Address:						
Current Employer:						
E-Mail address:						
Highest Qualification:						
Date Obtained (mm-yyyy):				Overall Years' Experience (Post Qualification):		
Years relevant experience (post qualification):						
Professional Registration Category (tick relevant box):	PrEng	PrTechEng	PrTechni	None	Registration number:	
					Date Obtained (mm-yyyy)	

**Relevant/Applicable experience** (refer to the request for quotation)

Employer (Client)	Project Description		Key Person Involvement	
			Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			

	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
	Brief scope of Work:			
	Role:			
<b>Certification:</b> I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience.			Signature:	
			Date:	

**T2.2.7: PROOF OF MEMBERSHIP WITH A RECOGNISED PROFESSIONAL BODY**

The Tenderer shall attach to this page proof of active registration with a recognised professional body as per Clause C.3.11.4 section 2 of the Tender Data.

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.2.8: QUALITY MANAGEMENT SYSTEM**

The Tenderer shall attach to this page proof of active registration with a recognised professional body as per Clause C.3.11.4 section 2 of the Tender Data.

Briefly describe the quality management system incorporated by the Tenderer in their organisation and which will be applicable to this Contract. Valid proof of system(s) being utilized is to be attached.

<b>QUALITY MANAGEMENT SYSTEM</b>	<b>INTERNAL</b>	<b>EXTERNAL</b>	<b>NAME OF RESPONSIBLE COMPANY / PERSON</b> (In case of Person give years' experience and qualification)
ISO 9001:2015 certified			
Additional/alternative quality management systems			

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

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

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

Tenderer .....

<b>T2.2.9: NOMINATED REFERENCES</b>
-------------------------------------

Bidder is to provide information of four (4) contactable reference, in the tables provided below. The reference will be contacted via email, and only references who complete and return the completed Form by the indicated date will be evaluated. The Tenderer must ensure that the reference information must be legible and valid.

<b>NOMINATED REFERENCE NO. 1</b>		
<b>Name of Employer/Client</b> (example: George Municipality):		
<b>Referee name and surname:</b>		
<b>Postal address:</b>		
<b>Contact details of referee:</b>	<b>Contact number(s):</b>	
	<b>Email address:</b>	
<b>Project Name/Title:</b>		
<b>Project Description / Scope of Services/Work:</b>		
<b>Project Dates:</b>	<b>Commencement Date (mm-yyyy)</b>	<b>Completion Date (mm-yyyy)</b>
<b>Project duration (months):</b>		
<b>Final Project Cost (including VAT):</b>	<b>Professional Engineering Fees:</b>	
	<b>Construction Project:</b>	

<b>NOMINATED REFERENCE NO. 2</b>		
<b>Name of Employer/Client</b> (example: George Municipality):		
<b>Referee name and surname:</b>		
<b>Postal address:</b>		
<b>Contact details of referee:</b>	<b>Contact number(s):</b>	
	<b>Email address:</b>	
<b>Project Name/Title:</b>		
<b>Project Description / Scope of Services/Work:</b>		
<b>Project Dates:</b>	<b>Commencement Date (mm-yyyy)</b>	<b>Completion Date (mm-yyyy)</b>
<b>Project duration (months):</b>		
<b>Final Project Cost (including VAT):</b>	<b>Professional Engineering Fees:</b>	
	<b>Construction Project:</b>	

<b>NOMINATED REFERENCE NO. 3</b>		
<b>Name of Employer/Client</b> (example: George Municipality):		
<b>Referee name and surname:</b>		
<b>Postal address:</b>		
<b>Contact details of referee:</b>	<b>Contact number(s):</b>	
	<b>Email address:</b>	
<b>Project Name/Title:</b>		
<b>Project Description / Scope of Services/Work:</b>		
<b>Project Dates:</b>	<b>Commencement Date (mm-yyyy)</b>	<b>Completion Date (mm-yyyy)</b>
<b>Project duration (months):</b>		
<b>Final Project Cost (including VAT):</b>	<b>Professional Engineering Fees:</b>	
	<b>Construction Project:</b>	

<b>NOMINATED REFERENCE NO. 4</b>		
<b>Name of Employer/Client</b> (example: George Municipality):		
<b>Referee name and surname:</b>		
<b>Postal address:</b>		
<b>Contact details of referee:</b>	<b>Contact number(s):</b>	
	<b>Email address:</b>	
<b>Project Name/Title:</b>		
<b>Project Description / Scope of Services/Work:</b>		
<b>Project Dates:</b>	<b>Commencement Date (mm-yyyy)</b>	<b>Completion Date (mm-yyyy)</b>
<b>Project duration (months):</b>		
<b>Final Project Cost (including VAT):</b>	<b>Professional Engineering Fees:</b>	
	<b>Construction Project:</b>	



<b>BACKGROUND INFORMATION OF REFEREE</b>		
<b>Name of Employer/Client (example: George Municipality):</b>		
<b>Referee name:</b>		
<b>Postal address</b>		
<b>Contact details of referee:</b>	<b>Contact number(s):</b>	
	<b>Email address:</b>	
<b>Name of Bidder evaluated:</b>		
<b>Project Name:</b>		
<b>Project Description:</b>		
<b>Project dates:</b>	<b>Commencement Date (mm-yyyy)</b>	<b>Completion Date (mm-yyyy)</b>
<b>Project duration (months):</b>		
<b>Final Project Cost (including VAT):</b>	<b>Professional Engineering Fees:</b>	
	<b>Construction Project:</b>	

**Instructions:**

- Please complete the following tables by inserting an x in the relevant block per question.
- The completed form is to be returned to George Municipality by email to [reference@george.gov.za](mailto:reference@george.gov.za) within 14 calendar days after the email delivering date.
- Please contact Ryno Schraader @ 044 801 9278, should you have any queries regarding the completion or submission of this form.

<b>COMPLETION OF ASSIGNMENTS ON TIME</b>		
<b>Question</b>	<b>Response</b>	
	<b>Yes</b>	<b>No</b>
Did the bidder complete and submit his Design and Tender readiness as per program		
Was the Total Project completion as per program		
Were reports submitted Timely (all reports including the close out report)		

<b>QUALITY OF ABOVE REPORTS</b>		
<b>Question</b>	<b>Criteria</b>	<b>Response</b>
What was the quality of the report submitted?	Excellent	
	Good	
	Fair	
	Poor	

<b>COMPLETION OF ASSIGNMENTS WITHIN BUDGET</b>		
<b>Question</b>	<b>Response</b>	
	<b>Yes</b>	<b>No</b>
Was the Initial budget in line with Estimated Tender amount?		
Was the tender budget in line with the Actual tender amount?		

<b>QUALITY OF END PRODUCT</b>		
<b>Question</b>	<b>Criteria</b>	<b>Response</b>
Was work executed in accordance with the Project Execution Statement and did the final product match the expectations that were created during the Project Initiation Stage?	Exceed initial expectations	
	Met expectations	
	Slightly below	
	Did not meet expectations	

<b>TRANSPARENCY AND OPENNESS ON PROGRESS REPORTING</b>		
<b>Question</b>	<b>Criteria</b>	<b>Response</b>
Has the progress reporting reflects transparency and openness?	Excellent	
	Good	
	Fair	
	Poor	

<b>PROFESSIONAL BEHAVIOUR</b>		
<b>Question</b>	<b>Criteria</b>	<b>Response</b>
Was the full project team professional throughout the contract period?	Excellent	
	Good	
	Fair	
	Poor	

**Additional Remarks/Comments:**


**I, the undersigned, hereby certify that the above information is, to the best of my knowledge, correct and a true reflection.**

.....  
**Signature of Deponent**

.....  
**Date of declaration**

**T2.2.10: OFFICE LOCATION**

**Proof of ownership or a lease agreement of the building from which the local office shall operate from, which is to be within the boundaries of the George Municipality, must be submitted before signing of contract. The George Municipality reserves the right to perform on-site verifications of the submitted information.**

It is a requirement that all key personnel operate from the local office, which must contain all the equipment and space required for the due and proper fulfilment of the contract during the full contract duration in accordance with the specification listed within C3.2: SCOPE OF SERVICES section 5.1: Local Office Requirements.

**The Tenderer will be required to occupy the building before the Form of Acceptance is signed by the Employer.**

Company Name	Main Tenderer / JV Partner	Address of Local Office

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

Signed .....

Date .....

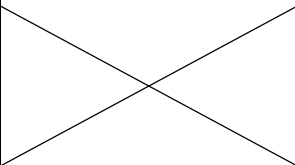
Name .....

Position .....

Tenderer .....

**T2.2.11: SOFTWARE**

Tenderers are to indicate on this page the software packages currently in use within their firm/company and which key persons can operate the software. Proposals for freeware software packages that can perform the functions stipulated above will be considered.

Software	Software/Programme name	Valid license subscription (select appropriate box)		Key Person that can operate software	Alternative software that can perform the same function
		Yes	No		
Microsoft Office (Word, Excel, PowerPoint, Projects)					
GIS Software Package					
CAD Software Package					
Rivet					
BIM 360					

The software packages must be licensed, if required, and are to be utilized at the Tenderers local office.

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**GEORGE MUNICIPALITY**

**DEPARTMENT: CIVIL ENGINEERING SERVICES**

**TENDER NO. T/ING/015/2022**

**MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-GEORGE) BUS DEPOT**

# **CONTRACT**

## **PART C1: AGREEMENT AND CONTRACT DATA**

### **CONTENTS**

<b>NUMBER</b>	<b>HEADING</b>	<b>PAGE</b>
C1.1	Form of Offer and Acceptance	132
C1.2	Contract Data	135
C1.3	Confirmation of receipt (pro-forma)	144
C1.4	Objection and Complaint form (pro-forma)	145

**C1.1: FORM OF OFFER AND ACCEPTANCE**

**1. OFFER**

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

**CONTRACT NO T/ING/015/2022: MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-GEORGE) BUS DEPOT**

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

By the representative of the tenderer, deemed to be duly 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.

The offer is to carry out the scope of services as defined in section C3.2 : Scope of Services as, and when allocated to the tenderer, at the rates inserted in the Schedule of Rates. The rates inserted in the Schedule of Rates are the full inclusive prices tendered for the work described under each item, excluding VAT. The rates cover all costs and expenses that may be required in and for the execution of the work described and cover the costs of all general risks, liabilities and obligations set forth or implied in the documents on which this tender is based.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

.....  
 ..... RAND ONLY (in words)

R ..... (in figures)

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 contractor in the conditions of contract identified in the contract data.

Signature(s) <small>of authorized agents</small>		
Name(s) <small>(in block letters)</small>		
Capacity <small>of authorized agents</small>		
<b>for the Tenderer</b> <small>(name and address of organisation)</small>		
Witness <small>(name and signature)</small>		
Date		

## 2. ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 : Agreement and Contract Data (which includes this Agreement)**
- Part C2 : Pricing Data**
- Part C3 : Scope of Services**
- Part C4 : Targeted Procurement**
- Part C5 : Annexures**

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

The tenderer shall within two weeks 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s) of authorized agents		
Name(s) (in block letters)		
Capacity of authorized agents		
for the <b>Employer</b> (name and address of organisation)	<b>George Municipality</b>  P O Box 19 George 6530	
Witness (name and signature)		
Date		

**3. SCHEDULE OF DEVIATIONS**

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	

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

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

<b>C1.2: CONTRACT DATA</b>
----------------------------

The Conditions of Contract are the Standard Professional Services Contract (July 2009) as published by the Construction Industry Development Board (see [www.cidb.org.za](http://www.cidb.org.za)).

The Conditions of Contract make several references to the Contract Data for specific data which, together with the standard contract, collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract.

The Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it applies:

### **PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

Clause	Description / Wording
1	The Employer is the George Municipality.
1	The Project is for MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-GEORGE) BUS DEPOT
1	The Period of Performance is 1 095 days (one thousand and ninety-five days).
1	The Start Date is the date on which the Service Provider receives a signed copy of the Form of Offer and Acceptance.
1	<p>Add the following to the end of the Clause:</p> <p><b><u>Termination</u></b></p> <p>Termination means cancellation and vice versa.</p> <p><b><u>Value of Work</u></b></p> <p>Means the tender offer less allowances made for additional services (including time-based fees and provisional sums), and VAT". The word "fee" shall have the same meaning."</p>
3.4 & 4.3.2	<p>The authorized and designated representative of the Employer is the person holding the position of Director: Civil Engineering Services, currently:</p> <p>Name: Mr J Koegelenberg</p> <p>The address for receipt of communications is his designated representative:</p> <p>Name: Mr Ryno Schraader</p> <p>Telephone: 044 801 9277</p> <p>E-mail: rschraader@george.gov.za</p> <p>Address (Physical): Old Town Hall, c/o York and Market Streets, George</p> <p>Address (Postal): George Municipality, P O Box 19, George, 6530</p>
3.4.1	Communications by facsimile is not permitted.
3.5	The location for the performance of the project is the office of the Service Provider located within the area administered by the George Municipality.

Clause	Description / Wording																																																		
	<p>It will be a requirement that the Project Manager, Structural Engineer, and Civil Engineer operate from a fully functional local office, which must:</p> <ol style="list-style-type: none"> <li>Be within the boundaries of the George Municipality, and</li> <li>Contain all equipment and space required for the due and proper fulfilment of the contract during the entire period of performance.</li> </ol> <p>The Service Provider will be required to occupy the office/building before the Form of Acceptance is signed.</p> <p>All of the positions for key personnel must be filled by a single individual who cannot fulfil another project role, except where stated otherwise.</p> <p>All key personnel assigned to the contract will be required to visit the office of the Employer as often as required for the reasonable execution of the project and must be available immediately to visit the office of the Employer when formally requested to do so.</p> <p>Failure to adhere to the above will result in a penalty payable, measured daily from the date of non-compliance, amounting to the value stated in Clause 3.12.1.</p>																																																		
3.6	The Service Provider shall not release public or media statements or publish material related to the Services or Project under any circumstances without the written approval of the Employer.																																																		
3.9.2	<p>The time-based fees used to determine changes to the Contract Price will be at the rates stated in the Schedule of Rates.</p> <p><u>Replace the following:</u></p> <p>“...within 6 weeks...” with “...within 28 days”.</p>																																																		
3.9.3	<p><u>Add the following to the clause:</u></p> <p>“... within 28 days from receipt of the proposals.”</p>																																																		
3.9.4	<p><u>Add the following to the clause:</u></p> <p>“... within 28 days from receipt of the proposals.”</p>																																																		
3.12.1	<p><u>Replace the following:</u></p> <p>The penalty payable is R 5 000.00 per day subject to a maximum amount of the value of work in rands.</p>																																																		
3.12.1.1	<p><u>Add the following to the end of Clause 3.12.1.1:</u></p> <p><b>Project Deliverables</b></p> <p>The penalty payable for not achieving the project deliverables stipulated in C3.1: TERMS OF REFERENCE and below, which is not subject to the daily penalty included in Clause 3.12.1 above will be applied as follows:</p> <table border="1" data-bbox="296 1615 1481 2087"> <thead> <tr> <th>No</th> <th>Project Deliverable</th> <th>Timeframe</th> <th>Month Start</th> <th>Month End</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception stage</td> <td>1-months</td> <td>1</td> <td>1</td> </tr> <tr> <td>2</td> <td>Feasibility investigation and report A</td> <td>3-months</td> <td>1</td> <td>3</td> </tr> <tr> <td>3</td> <td>Concept and Viability stage</td> <td>4-months</td> <td>4</td> <td>7</td> </tr> <tr> <td>4</td> <td>Environmental Process</td> <td>12-months</td> <td>2</td> <td>11</td> </tr> <tr> <td>5</td> <td>Design Development</td> <td>5-months</td> <td>7</td> <td>11</td> </tr> <tr> <td>6</td> <td>SDP development and Building plan preparation, submission, and approvals</td> <td>3-month</td> <td>6</td> <td>8</td> </tr> <tr> <td>7</td> <td>Stage 4: Documentation &amp; Procurement</td> <td>6-months</td> <td>9</td> <td>13</td> </tr> <tr> <td>8</td> <td>Stage 5: Contract Administration</td> <td>22-months</td> <td>14</td> <td>35</td> </tr> <tr> <td>9</td> <td>Stage 6: Close Out</td> <td>1-months</td> <td>35</td> <td>36</td> </tr> </tbody> </table>	No	Project Deliverable	Timeframe	Month Start	Month End	1	Inception stage	1-months	1	1	2	Feasibility investigation and report A	3-months	1	3	3	Concept and Viability stage	4-months	4	7	4	Environmental Process	12-months	2	11	5	Design Development	5-months	7	11	6	SDP development and Building plan preparation, submission, and approvals	3-month	6	8	7	Stage 4: Documentation & Procurement	6-months	9	13	8	Stage 5: Contract Administration	22-months	14	35	9	Stage 6: Close Out	1-months	35	36
No	Project Deliverable	Timeframe	Month Start	Month End																																															
1	Inception stage	1-months	1	1																																															
2	Feasibility investigation and report A	3-months	1	3																																															
3	Concept and Viability stage	4-months	4	7																																															
4	Environmental Process	12-months	2	11																																															
5	Design Development	5-months	7	11																																															
6	SDP development and Building plan preparation, submission, and approvals	3-month	6	8																																															
7	Stage 4: Documentation & Procurement	6-months	9	13																																															
8	Stage 5: Contract Administration	22-months	14	35																																															
9	Stage 6: Close Out	1-months	35	36																																															

Clause	Description / Wording
	<p><u>Note:</u></p> <p><sup>A</sup> The feasibility will be conducted in two phases:</p> <ol style="list-style-type: none"> <li>1. Investigation and report on the functionality of the existing Go-George Bus depot in its current layout and condition to ensure the current and future Go-George operations can be fulfilled and accommodated.</li> <li>2. Subject to the outcome of phase 1, prepare a feasibility report for the implementation of the proposed new Go-George Bus depot.</li> </ol> <p>Should it be found that the existing Go-George Depot is suitable the project will cease at the end of the phase 1 feasibility stage.</p>
3.15.1	<p>The programme shall be submitted within 14 (fourteen) days of the award of the Contract.</p> <p>The programme is required to account for all scheduling requirements to meet the project deliverables and services stipulated within Section C3.2: SCOPE OF SERVICES.</p>
3.15.1.2	<p>Dates for key milestones stated within the latest approved programme shall form the basis by which penalties are measured and applied in terms of Clause 3.12.1.</p>
3.15.3 (the second 3.15.3)	<p>Failure to submit the updated and/or revised programme by the 5<sup>th</sup> working day of each month, starting from the second month of the period of performance, will result in a penalty payable, measured daily from the date of non-compliance, amounting to R 1,500 per day.</p>
3.15.4	<p><u>Add the following additional Clause 3.15.4:</u></p> <p><b>Monthly Cash-flow</b></p> <p>The Service Provider shall update and submit the cash-flow each month, starting from the second month of the contract duration, for the entire period of performance.</p> <p>Failure to submit the revised cash-flow by the 5<sup>th</sup> working day of each month will result in a penalty payable, measured daily from the date of non-compliance, amounting to R 1,500.00 per day.</p>
3.15.5	<p><u>Add the following additional Clause 3.15.5:</u></p> <p><b>Monthly Progress Report</b></p> <p>The Service Provider shall update and submit the monthly progress report, starting from the second month of the contract duration, for the entire period of performance.</p> <p>Failure to submit the monthly progress report by the 5<sup>th</sup> working day of each month will result in a penalty payable, measured daily from the date of non-compliance, amounting to R 1,500.00 per day.</p>
3.16.1	<p><u>Replace Clause 3.16.1 with the following:</u></p> <p>Price adjustment to time-based fees for inflation, which are stated in the Schedule of Rates as a unique rate, shall be based on the figures contained in Table A of P0141 Consumer Price Index for the CPI for services published by Statistics South Africa. The adjustment will be calculated and applied once annually on each anniversary of the Starting Date.</p> <p>The base month will be the month prior to the month in which the tender closed.</p>
4.4	<p><u>Replace Clause 4.4 with the following:</u></p> <p>The Employer may request the Service Provider to engage such Others as may be required for the execution of the work not included in the Services, but which is necessary for the completion of the project. Such services shall be remunerated as stated in section C3.2 : SCOPE OF SERVICES section 3.3.1, 4.3.1 and 4.4.</p>
5.1.1	<p><u>Add the following to the end of Clause 5.1.1:</u></p> <p>“Should the approved project budget or the approved contract price be exceeded due to a lack of reasonable care, diligence and skill on the part of the Service Provider, as ruled on by a third party in</p>

Clause	Description / Wording										
	terms of Clause 12 of this agreement, the Employer shall be entitled to impose a fair penalty on the Service Provider. The value of the penalty will be calculated as the amount by which the approved project budget or approved contract price was exceeded, up until a maximum of the Limit of Compensation as stated in Clause 13.5.1”.										
5.1.2	<p><u>Add the following to the end of Clause 5.1.2:</u></p> <p>“The single person designated to act as leader shall be from the Service Provider and not from the Targeted Enterprise(s) and shall be based at the premises within the boundary of the Nelson Mandela Bay Municipality.”</p>										
5.4.1	<p>The Service Provider is required to provide the following insurances:</p> <table border="1" data-bbox="280 591 1495 1061"> <tr> <td data-bbox="280 591 794 680">1. Insurance against</td> <td data-bbox="794 591 1495 680">Risk in performing professional services (Professional Indemnity cover)</td> </tr> <tr> <td data-bbox="280 680 794 837">2. Insurance against:</td> <td data-bbox="794 680 1495 837">Professional services and service contracts-death of or bodily injury to employees of the contractor arising out of and in the course of their employment in connection with a contract or damage to property.</td> </tr> <tr> <td data-bbox="280 837 794 927">Cover is:</td> <td data-bbox="794 837 1495 927">A minimum of R10 000 000.00 or twice the values of the fees</td> </tr> <tr> <td data-bbox="280 927 794 994">Period of cover:</td> <td data-bbox="794 927 1495 994">Entire period of performance</td> </tr> <tr> <td data-bbox="280 994 794 1061">Deductibles are:</td> <td data-bbox="794 994 1495 1061">None</td> </tr> </table>	1. Insurance against	Risk in performing professional services (Professional Indemnity cover)	2. Insurance against:	Professional services and service contracts-death of or bodily injury to employees of the contractor arising out of and in the course of their employment in connection with a contract or damage to property.	Cover is:	A minimum of R10 000 000.00 or twice the values of the fees	Period of cover:	Entire period of performance	Deductibles are:	None
1. Insurance against	Risk in performing professional services (Professional Indemnity cover)										
2. Insurance against:	Professional services and service contracts-death of or bodily injury to employees of the contractor arising out of and in the course of their employment in connection with a contract or damage to property.										
Cover is:	A minimum of R10 000 000.00 or twice the values of the fees										
Period of cover:	Entire period of performance										
Deductibles are:	None										
5.5	<p><u>Add the following to the Clause:</u></p> <p>(a) “... and Subconsultants...”</p> <p><u>Add the following to the end of Clause 5.5:</u></p> <p>“(d) Replacing any of the key personnel listed at the time of tender and award.</p> <p>(e) Providing a signed copy of the Form of Offer and Acceptance to the sub-contractor, or any instruction that may define the Commencement Date of a contract.</p> <p>(f) Notice of approval of Contractor's designs and details on drawings that provide full details, dimensions, and particulars.</p> <p>(g) The issuing of Variation Orders.</p> <p>(h) Payment of Subcontractors and Subconsultants.</p> <p>(i) Shutdowns to any municipal Water Supply System or Sewerage supply system.</p> <p>(j) Instructions to do work under Daywork rates.</p> <p>(k) Working at nights and non-working times.</p> <p>(l) Order for executing Provisional Sum work and Prime cost work.</p> <p>(m) Notice in reduction or reduction in penalties of subcontractors and subconsultants.</p> <p>(n) Ruling on Dissatisfaction claims and Contractor's claims.</p> <p>(o) Written conditions of agreement for payment of cost for acceleration of rate of progress.</p> <p>(p) Order for suspension of the Works.</p> <p>(q) Proceeding with Works after suspension.</p> <p>(r) Certify a Certificate of an amount payable upon termination of Contract.</p>										

Clause	Description / Wording
	(s) Issuing the Certificate of Practical Completion, Certificate of Completion and Final Approval Certificate.”
5.7	<u>Add the following to the end of Clause 5.7:</u> “Should the Service Provider fail to do so, the additional cost shall not be remunerated.”
7.1.6	<u>Add the following new Clause:</u> Any reference to fulltime employment conditions/working hours for key personnel means that the personnel will be dedicated fulltime (Monday to Friday) to the contract for the entire period of performance, applicable to office based and site-based personnel, paid for by the Employer monthly. In the case of construction monitoring staff, the site staff must maintain a fulltime presence on site to perform the work as per the conditions of the contract and any other additional requirements by the Employer. Fulltime staff is seconded to the Employer for the entire period of performance.
7.1.7	The Employer will not be responsible for any overtime worked by, or overtime payments made to, personnel, or any additional costs not specified in the tender submitted by the Tenderer.
7.2.3	The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2 and to complete the Project Personnel Schedule (Contract Data: Part 2).
8.1	The Service Provider is to commence the performance of the services within 14 (fourteen) days of the Start Date.
8.2.1	The Contract shall be concluded at the end of the feasibility stage in the event that the feasibility report outcome is not positive.  If the feasibility report outcome is positive, the Contract is concluded when the Period of Performance has ended.
8.4.1	<u>Add the following to the end of Clause 8.4.1:</u> “ (f) if the Service Provider enters into Business Rescue. (g) if the Service Provider abandons the contract. (h) where the Service Provider does not comply with the requirements of Key Personnel as defined in the Tender Data, Project Personnel Schedule and Clause 3.5 of the Contract Data (i) if the outcome of the feasibility report concludes that the existing Go-George Bus depot in its current layout and condition to ensure the current and future Go-George operations can be fulfilled and accommodated ”.
8.4.3(c)	The period of suspension under Clause 8.5 is not to exceed 6 (months) months.
8.4.4	<u>Add the following to the end of Clause 8.4.4:</u> “Upon termination of this Contract, the Employer may call for all documents and data prepared or collected by the Service Provider to be handed over to the Employer who, in his sole discretion, may decide what is to become of them.”
9.1	Copyright of all documents and data prepared for the Project, including intellectual property, shall be vested with the Employer. Editable information is to be submitted upon request.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator shall be nominated by the President of the South African Institution of Civil Engineering (SAICE).

Clause	Description / Wording
12.4	Final settlement is by arbitration.
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator shall be nominated by the President of the South African Institution of Civil Engineering (SAICE) in consultation with the Association of Arbitrators of Southern Africa.
13.5.1	<p>The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to the Rand value of the professional indemnity cover stipulated in Clause 5.4.1.</p> <p>The penalty per individual occurrence will be calculated at 2.5% of the project fee as a whole.</p> <p>The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to 10% of the project fee as a whole.</p>
13.6	The provisions of 13.6 do not apply to the Contract.
14.2	<p><u>Replace Clause 14.2 with the following:</u></p> <p>Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt of an invoice. 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 the Service Provider's bank and certified by such bank, plus 2% per annum, calculated from the due date of payment.</p> <p>Notwithstanding the above, should the Service Provider's tax clearance status expire and cannot be re-validated during the contract period, the Employer shall be entitled to withhold payment, without incurring any liability for interest, until proof of a valid tax clearance status is submitted to the Employer.</p> <p>Notwithstanding the above, should the Service Provider's municipal rates and taxes or municipal service charges be in arrears for more than 3 months during the contract period, or if the Service Provider is not based in the Nelson Mandela Bay Municipality, should the Service Provider's Municipal Accounts Clearance Certificate, issued by the Municipality in which they are based, expire during the contract period, the Employer shall be entitled to withhold payment, without incurring any liability for interest, until acceptable arrangements for payment of municipal rates and taxes or municipal service charges are made, or a valid Municipal Accounts Clearance Certificate from the Municipality where the Service Provider is based is submitted to the Employer.</p>
14.3	<p><u>Replace Clause 14.3 with the following:</u></p> <p>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. The Service Provider shall then submit an amended invoice with the disputed item(s) or part of an item(s) omitted. The Employer shall endeavour to pay the amended invoice(s) before the due date of the payment for the original invoice. The purpose of which is to ensure that the undisputed item(s) or part of an item(s) is paid whilst the dispute is being resolved.</p>
14.5	<p><u>Add the following new Clause:</u></p> <p><b>Tax Invoices</b></p> <p>Section 20(1) of the Value Added Tax Act, 1991 (Act 89 of 1991) required that a supplier of goods or services who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.</p> <p>The Service Provider shall provide a tax invoice which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice timeously may delay payment by the Employer and no interest shall accrue.</p>
14.6	<u>Add the following new Clause:</u>

Clause	Description / Wording
15	<p><u>Replace Clause 15 with the following:</u></p> <p>Amounts due to the Employer shall be credited by the Service Provider in their next invoice for the relevant invoices. If the credit is not applied within 30 (thirty) days, the Employer shall be entitled to charge interest on the amount, which shall be credited in the service providers next invoice by the Service Provider, at the prime interest rate charged by the Employers bank and certified by such bank, plus 2% per annum.</p>
16	<p><u>Add the following new Clause:</u></p> <p><b>Interference with or trespassing on Municipal Supply Systems and Infrastructure</b></p> <p>The Service Provider nor any of its employees, subcontractors, subconsultants, partners etc., in terms of the George Metropolitan Municipality Water and Sanitation Services by-law, with specific reference to clause 96, 97 and 101 interfere, obstruct or trespass on the Municipal Water Supply System or Sewerage supply system.</p> <p>Where access to the supply system is required to perform services referred to in this Contract, the Service Provider shall request in writing to the Employers Representative at least 7 days in advance of the area where access or assistance is necessary.</p> <p>The Service Provider shall include in the request the following information:</p> <ul style="list-style-type: none"> <li>a) Location,</li> <li>b) Reason for access,</li> <li>c) Estimated timeframe,</li> </ul>

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

Clause	Description / Wording
1	<p>The Service Provider is:</p> <p>Name: .....</p> <p>Telephone: .....</p> <p>Email: .....</p> <p>Address (Postal): .....</p> <p>.....</p> <p>Address (Physical): .....</p> <p>.....</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name: .....</p> <p>The address for receipt of communication is:</p> <p>Telephone: .....</p> <p>Email: .....</p> <p>Address (Postal): .....</p> <p>.....</p> <p>Address (Physical): .....</p> <p>.....</p>
5.5 and 7.1.2	<p>The Key Persons and their position in relation to the scope of services are:  <i>(See Project Personnel Schedule on following page)</i></p>

**PROJECT PERSONNEL SCHEDULE**

<b>Position</b>	<b>Full Name and Surname</b>	<b>Qualification</b>	<b>Overall Years of Experience (post-graduation)</b>	<b>Employment Conditions / Working Hours</b>
Project Manager				
Structural Engineer				
Civil Engineer				
Electrical Engineer				
Mechanical Engineer				
Architect				
Quantity Surveyor				

**C1.3: CONFIRMATION OF RECEIPT**

The Tenderer, (now Professional Engineering Service Provider), identified in the offer part of this agreement hereby confirms receipt from the Employer, identified in the acceptance part of this agreement, of one fully completed original copy of this agreement, including the schedule of deviations (if any) today:

The.....day of ..... (month) and ..... (years) at  
..... (place)

**For the Professional Engineering Service Provider:**

Signature(s) .....

Name(s) .....

Capacity .....

Pro-forma

**Signature and name of witness:**

Name of Witness ..... Date .....

Signature .....

<b>C1.4: OBJECTION AND COMPLAINTS FORM</b>
--

(Clauses 49 and 50 of the GM's Supply Chain Management Policy)

Details of Objector / Complainant			
<b>Name</b>			
<b>Postal Address</b>			
<b>Physical Address</b>			
<b>Contact details</b>	<b>Telephone</b>		
	<b>Cell phone</b>		
	<b>Email</b>		
Other Party's Details (if applicable)			
<b>Name</b>			
<b>Postal Address</b>			
<b>Physical Address</b>			
<b>Contact details</b>	<b>Telephone</b>		
	<b>Cell phone</b>		
	<b>Email</b>		
<b>Reference number of Tender</b>	T/ING/015/2022		
Description of Issue(s) in Dispute			
List of Documents Attached			
Determination Sought in Respect of Objection or Complaint			
Form Submitted by:			
<b>Name:</b>		<b>Signature:</b>	
<b>Capacity:</b>			
<b>Date:</b>		<b>Signed at:</b>	

**GEORGE MUNICIPALITY**

**DEPARTMENT: CIVIL ENGINEERING SERVICES**

**TENDER NO. T/ING/015/2022**

**MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-GEORGE) BUS DEPOT**

# **THE CONTRACT**

## **PART C2 : PRICING DATA**

### **CONTENTS**

<b>NUMBER</b>	<b>HEADING</b>	<b>COLOUR</b>	<b>PAGE</b>
C2.1	Pricing Instructions	Yellow	147
C2.2	Schedule of Rates	Yellow	C2-5
C2.3	Summary Page for Schedule of Rates	Yellow	C2-16

**C2.1: PRICING INSTRUCTIONS**

The payment to be paid to the Service Provider for providing the Services required in terms of this Agreement and for reimbursement for all expenses and costs incurred in performing the Services shall be in accordance with the following:

- Government Gazette 44333, 26 March 2021 – Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act No. 46 of 2000 and as set out in Part C3.2: Scope of Services.
- Guideline Professional fees in terms of Section 34(2) of the Architectural Profession act, 2000, Act 44 of 2000, Government Gazette No. 45554, 26 November 2021; Board Notice 172 of 2021.
- Guideline Professional fees in terms of Section 34(2) of the Quantity Surveying Profession act, 2000, Act 49 of 2000, Government Gazette No. 39134, 28 August 2015; Board Notice 170 of 2015.

**C2.1.1 PREAMBLE TO THE SCHEDULE OF RATES**

C2.1.1.1 The Conditions of Contract, the Contract Data, and the Scope of Services shall be read in conjunction with the Schedule of Rates.

C2.1.1.2 Rates for Time-Based Services shall be entered against the relevant items in the schedule of rates for different levels of personnel based on the Department of Public Works Rates for Reimbursable Expenses – Table 8 applicable on the date of tender closing. Time-based payments will only be made when the work involved has been specifically ordered in writing by the Employer.

C2.1.1.3 This schedule of rates forms part of the contract document and must be read in conjunction with all the other documents comprising the contract documents.

C2.1.1.4 The provisional sums set out in the schedule of rates are approximate values only. The values of work finally accepted and certified for payment will be by proof of invoices, and not the values given in the schedule of rates, which will be used to determine payments to the Tenderer.

The validity of the contract shall in no way be affected by differences between the values in the schedule of rates and the values finally certified for payment. Work will be valued at the rates or lump sums tendered.

The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.5. The values of work or provisional sums stated in the schedule of rates shall not be considered as restricting or extending the amount of work to be done or value of services to be supplied by the Tenderers.

C2.1.1.6. The value of work or provisional sums in the schedule of rates shall not be regarded as authorization for the Tenderers to engage sub-Tenderers to execute work. The Tenderers shall obtain the Employer's approval prior to executing work or making arrangements in this regard.

C2.1.1.7. Rates and sums shall include full compensation for overheads costs, profits, incidentals, tax (other than VAT), insurances, for completing the work as specified in section C3.2: Scope of Services and the applicable ECSA guidelines (including during the defects liability period).

All rates and sums shall include all risks, obligations and responsibilities specified in the scope of services, conditions of contract and special conditions of contract, and shall be considered as provided for collectively in the items of payment given in the schedule of rates, except in so far as the values given in the schedule of rates are only approximate.

C2.1.1.8. A tender will be rejected if the financial offer and rates for any of the items in the Schedule of Rates are, in the opinion of the Employer, unreasonable or out of proportion. Refer to Tender Data Clause 4.7.

C2.1.1.9. The Tenderer shall fill in a rate or a sum for each item where provision is made for it.

Tenderers shall not enter “included” or a R0.00 against any item. Nor shall items be grouped together, and a single amount entered.

If the Tender elects to fill in a rate of R0.00 against an item, the Employer shall request the Tenderer to balance the rates in terms of the Tender Data.

No negative rates are permitted, and should a negative rate be found, it will be replaced with R0.00 and the tender offer revised accordingly.

C2.1.1.10. The proportioning of the fees for normal services (stages 1 to 6) as included in the Schedule of Rates are based on the project fee details included for the applicable disciplines for the construction contract. The indicative percentage per stage is determined in line with the above.

The professional fees offered for each discipline per stage is to be inserted (see below example).

The tender can choose to enter the “indicative %” in the “offered %” column or the tenderer may deviate from the indicative percentages indicated by entering a revised percentage in the “offered %” column. The percentage entered in the “indicative %” column may not be exceeded.

The tenderer is required to complete the “offered %” and “offered fee amount” columns. The offered fee amount is determined by multiplying the offered % per stage with the adjusted fee total amount (see item 3.2.6).

In addition:

- Percentages must be indicated individually for all stages and not grouped together.
- The tenderer may enter a zero percentage in the “offered %” column for a particular stage.

C2.1.1.11 The short descriptions of the remuneration in the schedule of rates are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the applicable ECSA guidelines and scope of services, Conditions of Contract, the Contract Data for more detailed information regarding the extent of services entailed under each item.

C2.1.1.12 All rates and sums of money quoted in the schedule of rates shall be in South African Rands and whole cents. Fractions of a cent shall be discarded.

C2.1.1.13 Recoverable expenses shall cover all costs associated with printing, photocopying, courier, and all related tasks to be priced as per the Department of Public Works Rates for Reimbursable Expenses – Table 1 and 2 applicable on the date of tender closing. These costs are subject to prior written approval by the Employer.

C2.1.1.14 Travelling by motor vehicle will be reimbursed in accordance with the Department of Public Works Rates for Reimbursable Expenses – Table 3 applicable on the date of tender closing, for a vehicle engine capacity of 1951 to 2150 cc., and can only be claimed for when departing from the local office with the submission of logbooks. All costs associated with the above are subject to prior written approval by the Employer.

C2.1.1.15 The Employer reserves the right to determine and implement the level of construction monitoring throughout the duration of the contract.

C2.1.1.16 For the purposes of this schedule of rates, the following words shall have the meanings hereby assigned to them:

- Item : The numbering in a logical order.
- Reference : The scope of services reference for the rates
- Description: The item descriptions in accordance with various stages in the Scope of Work.
- Unit : The unit of measurement for each item.
- Quantity : Number of units of work for each item.

Rate : The payment per unit of work at which the Tenderer tenders to do the work.

Amount : The quantity of an item multiplied by the tendered rate of the (same) item.

C2.1.1.17 The units of measurement indicated in the schedule of rates are metric units. The following abbreviations may appear in the schedule of rates:

h = hour

No = number

Sum = lump sum

Prov sum = Provisional sum

% = per cent

#### **CORRECTION OF ENTRIES MADE BY TENDERER**

*Any entry made by the Tenderer in the Schedule of Rates, forms, etc., which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction*

<b>PROJECT DETAILS</b>
------------------------

<b>Estimated Total Cost of Construction Work (excluding VAT)</b>		R 190 000 000.00
<b>Estimated Cost of Construction Work per Discipline (excluding VAT)</b>	<b>Civil and Structural Work</b>	R 120 000 000.00
	<b>Additional design fee for reinforced concrete (assumed as 40% of civil and structural work)</b>	R 48 000 000.00
	<b>Building Work (Architect)</b>	R 57 000 000.00
	<b>Electrical Work</b>	R 5 000 000.00
	<b>Mechanical Work</b>	R 8 000 000.00
<b>Approximate Project Duration:</b>		1 095 days
<b>Approximate Construction Works Duration:</b>		730 days

**C2.2: SCHEDULE OF RATES**

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>		<b>SECTION 1: ENGINEERING MANAGEMENT SERVICES</b>				
<b>1.1</b>	<b>5.1</b>	<b>LOCAL OFFICE</b>				
1.1.1		Provision for local office	Month	36		
1.1.2		Travel, accommodation etc. to ensure key personnel operate from the local office	Month	36		
<b>1.2</b>		<b>EXPENSES</b>				
1.2.1	4.5.2 (d) – (f)	Typing, printing, copying, duplicating etc. of the following document and drawing sizes in black and or colour and on white and/or coloured paper:				
		A4	No	4000		
		A3	No	800		
		A2	No	100		
		A1	No	200		
		A0	No	800		
1.2.2		Binding documents and reports	No	10		
1.2.2	4.5.2 (a)	Travelling expenses (office staff)	km	1000		
<b>1.3</b>	<b>3.3.1 (25)</b>	<b>SITE DEVELOPMENT PLAN (SDP)</b>				
1.3.1		Determine town planning parameters for proposed development. Prepare and submit complete town planning schedule and site development plan for proposed development for approval	Sum	1	R 250 000.00	R 250 000.00
<b>1.4</b>		<b>BUILDING PLANS</b>				
1.4.1		Prepare building plans and forms for submission and approval to Building Control Division for proposed development	Sum	1	R20 000.00	R 20 000.00
<b>SECTION 1 : ENGINEERING MANAGEMENT SERVICES – CARRIED FORWARD</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION 1 : ENGINEERING MANAGEMENT SERVICES – BROUGHT FORWARD</b>						
<b>1.5</b>		<b>MANAGEMENT OF SUBCONSULTANTS AND OTHERS</b>				
		<i>Mark-up to allow for all management services required including all overheads, profits, administrative charges, financial costs etc as are applicable.</i>				
1.5.1 a)	3.3. a) & b) 4.3.5	Health and Safety Agent (appointed by the George Municipality)	Prov Sum	1	R 100 000.00	R 100 000.00
1.5.1 b)	4.3.4	Allowance for mark-up on item 1.5.1 a)	%		R 100 000.00	
1.5.2 a)	3.3.1 (26)	Environmental Practitioner	Prov Sum	1	R 250 000.00	R 250 000.00
1.5.2 b)	4.3.4	Allowance for mark-up on item 1.5.2 a)	%		R 250 000.00	
1.5.3 a)	3.3.7 (27)	Environmental Control Officer	Prov Sum	1	R 500 000.00	R 500 000.00
1.5.3 b)	4.3.4	Allowance for mark-up on item 1.5.3 a)	%		R 500 000.00	
1.5.4 a)		Geotechnical Engineer	Prov Sum	1	R 200 000.00	R 200 000.00
1.5.4 b)		Allowance for mark-up on item 1.5.4 a)	%		R 200 000.00	
1.5.5 a)		Topographical Surveyor	Prov Sum	1	R 200 000.00	R 200 000.00
1.5.5 b)		Allowance for mark-up on item 1.5.5 a)	%		R 200 000.00	
<b>1.6</b>		<b>PROVISIONAL SUMS STATED BY THE EMPLOYER</b>				
1.6.1 a)	3.3.7	Mediation, Arbitration and Litigation Proceedings	Prov Sum	1	R 200 000.00	R 200 000.00
1.6.1 b)	4.3.4	Allowance for mark-up on item 1.6.1 a)	%		R 200 000.00	
1.6.2	4.5.2 (h)	Telephone costs (site personnel)	Prov Sum	1	R 25 000.00	R 25 000.00
1.6.3	45.2 (b)	Travel Time	Prov Sum	1	R 50 000.00	R 50 000.00
<b>1.7</b>		<b>LEAD CONSULTING ENGINEERING FEES</b>				
1.7.1	3.3.5	Total fees payable for all professional services	Sum	1	R28 393 148.52	R28 393 148.52
1.7.2	4.3.6	Allowance for additional fee on item 1.7.1 for lead consulting engineer	%		R28 393 148.52	
<b>SECTION 1 : ENGINEERING MANAGEMENT SERVICES – CARRIED FORWARD TO SUMMARY</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>2</b>	<b>3.2</b>	<b>SECTION 2: ADDITIONAL SERVICES - FEASIBILITY INVESTIGATION AND REPORT</b>				
<b>2.1</b>		<b>Existing Go-George Bus Depot</b>				
2.1.1		Feasibility investigation of the existing GIPTN (Go-George) Bus Depot	Sum	1		
2.1.2		Feasibility report	Sum	1		
<b>2.2</b>		<b>Proposed New Go-George Bus Depot</b>				
2.2.1		Feasibility investigation for the implementation of a new GIPTN (Go-George) Bus Depot on the proposed site	Sum	1		
2.2.2		Feasibility report	Sum	1		
<b>SECTION 2 : ADDITIONAL SERVICES – FEASIBILITY INVESTIGATION AND REPORT – CARRIED FORWARD TO SUMMARY</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>3.2</b>	<b>SECTION 3: NORMAL SERVICES – NORMAL FEES</b>			<b>CIVIL ENGINEERING</b>	
<b>3.1</b>		<b>Cost of the Construction Works</b>				
3.1.1		Estimated Construction Cost	Sum	1	N/A	R 190 000 000
<b>3.2</b>		<b>Project Fee Details (as per ECSA guidelines Government Gazette No. 44333)</b>				
3.2.1		Project Fee Range based on 3.1.1	<b>Exceeds</b>		<b>But does not Exceed</b>	
			R 94 960 000		R 572 000 000	
3.2.2		Basic Fees expected for 3.1.1	<b>Primary Fee</b>		<b>Secondary Fee</b>	
			R 7 065 000		R 1 627 600	
3.2.3		Total Basic Fee				R 8 692 600
3.2.4		Basic Fee as a Percentage of 3.1.1				7.24%
3.2.5		Typical Multiplication Factor				N/A
3.2.6		Adjusted Fee Total (3.2.3 x 3.2.5)				R 8 692 600
3.2.7		Adjusted Fee as a Percentage of 3.1.1				7.24%
<b>3.3</b>		<b>Proportioning of Fees (total offered fee amount or offered fee amount per stage cannot exceed the maximum discount of 10%)</b>				
3.3.1		Scope of Services	Indicative %	Indicative Fee	Offered % (see C2.1.1.10 of preamble)	Offered Fee Amount
3.3.1 a)	3.2.1	Stage 1 – Inception	5	R 434 630.00		
3.3.1 b)	3.2.2	Stage 2 – Concept and Viability	25	R 2 173 150.00		
3.3.1 c)	3.2.3	Stage 3 – Design Development	25	R 2 173 150.00		
3.3.1 d)	3.2.4	Stage 4 – Documentation and Procurement	25	R 2 173 150.00		
3.3.1 e)	3.2.5	Stage 5 – Contract Administration and Inspection	15	R 1 303 890.00		
3.3.1 f)	3.2.6	Stage 6 – Close-Out	5	R 434 630.00		
<b>3.3.2</b>		<b>Totals</b>	<b>100</b>	<b>R 8 692 600.00</b>		
<b>3.3.3</b>		<b>Total value of discount offered</b>				
<b>3.3.4</b>		<b>Discount offered as a percentage on item 3.2.6 (maximum 10%)</b>				
<b>SECTION 3 : NORMAL SERVICES – NORMAL FEES – CIVIL ENGINEERING – CARRIED FORWARD TO SUMMARY</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4	3.2	<b>SECTION 4: NORMAL SERVICES – NORMAL FEES</b>	<b>ADDITIONAL DESIGN FEE ON REINFORCED CONCRETE AND STRUCTURAL STEEL ENGINEERING</b>			
4.1		<b>Cost of the Construction Works</b>				
4.1.1		Estimated Construction Cost	Sum	1	N/A	R 48 000 000
4.2		<b>Project Fee Details (as per ECSA guidelines Government Gazette No. 44333)</b>				
4.2.1		Project Fee Range based on 4.1.1	<b>Exceeds</b>		<b>But does not Exceed</b>	
			R 47 372 000		R 94 960 000	
4.2.2		Basic Fees expected for 4.1.1	<b>Primary Fee</b>		<b>Secondary Fee</b>	
			R 1 667 500		R 18 840	
4.2.3		Total Typical Basic Fees				R 1 686 340
4.2.4		Typical Fee as a Percentage of 4.1.1				3.51%
4.2.5		Typical Multiplication Factor				N/A
4.2.6		Typical Adjusted Fee Total (4.2.3 x 4.2.5)				R 1 686 340
4.2.7		Typical Adjusted Fee as a Percentage of 4.1.1				3.51%
4.3		<b>Proportioning of Fees (total offered fee amount or offered fee amount per stage cannot exceed the maximum discount of 10%)</b>				
4.3.1		Scope of Services	Indicative %	Indicative Fee	Offered % (see C2.1.1.10 of preamble)	Offered Fee Amount
4.3.1 a)	3.2.1	Stage 1 – Inception	5	R 421 585.00		
4.3.1 b)	3.2.2	Stage 2 – Concept and Viability	25	R 421 585.00		
4.3.1 c)	3.2.3	Stage 3 – Design Development	25	R 421 585.00		
4.3.1 d)	3.2.4	Stage 4 – Documentation and Procurement	25	R 421 585.00		
4.3.1 e)	3.2.5	Stage 5 - Contract Administration and Inspection	15	R 252 951.00		
4.3.1 f)	3.2.6	Stage 6 – Close-Out	5	R 421 585.00		
4.3.2		<b>Totals</b>	<b>100</b>	<b>R 1 686 340.00</b>		
4.3.3		<b>Total value of discount offered</b>				
4.3.4		<b>Discount offered as a percentage on item 4.2.6 (maximum 10%)</b>				
<b>SECTION 4 : NORMAL SERVICES – NORMAL FEES – ADDITIONAL DESIGN FEE ON REINFORCED CONCRETE AND STRUCTURAL STEEL ENGINEERING – CARRIED FORWARD TO SUMMARY</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
5	3.2	<b>SECTION 5: NORMAL SERVICES – NORMAL FEES</b>			<b>MECHANICAL</b>	
5.1		<b>Cost of the Construction Works</b>				
5.1.1		Estimated Construction Cost	Sum	1	N/A	R 8 000 000
5.2		<b>Project Fee Details (as per ECSA guidelines Government Gazette No. 44333)</b>				
5.2.1		Project Fee Range based on 5.1.1	<b>Exceeds</b>		<b>But does not Exceed</b>	
			R 1 899 000		R 9 347 000	
5.2.2		Basic Fees expected for 5.1.1	<b>Primary Fee</b>		<b>Secondary Fee</b>	
			R 237 400		R 732 120	
5.2.3		Total Basic Fee				R 969 520.00
5.2.4		Basic Fee as a Percentage of 5.1.1				12.10%
5.2.5		Typical Multiplication Factor				N/A
5.2.6		Typical Adjusted Fee Total (5.2.3 x 5.2.5)				R 969 520.00
5.2.7		Typical Adjusted Fee as a Percentage of 5.1.1				12.10%
5.3		<b>Proportioning of Fees (total offered fee amount per discipline cannot be discounted by more than 10%)</b>				
4.3.1		Scope of Services	Indicative %	Indicative Fee	Offered % (see C2.1.1.10 of preamble)	Offered Fee Amount
4.3.1 a)	3.2.1	Stage 1 – Inception	5	R 48 476.00		
4.3.1 b)	3.2.2	Stage 2 – Concept and Viability	15	R 145 428.00		
4.3.1 c)	3.2.3	Stage 3 – Design Development	20	R 193 904.00		
4.3.1 d)	3.2.4	Stage 4 – Documentation and Procurement	20	R 193 904.00		
4.3.1 e)	3.2.5	Stage 5 - Contract Administration and Inspection	35	R 339 332.00		
4.3.1 f)	3.2.6	Stage 6 – Close-Out	5	R 48 476.00		
4.3.2		<b>Totals</b>	<b>80</b>	<b>R 969 520.00</b>		
4.3.3		<b>Total value of discount offered</b>				
4.3.4		<b>Discount offered as a percentage on item 5.2.6 (maximum 10%)</b>				
<b>SECTION 5 : NORMAL SERVICES – NORMAL FEES – MECHANICAL ENGINEERING – CARRIED FORWARD TO SUMMARY</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>6</b>	<b>3.2</b>	<b>SECTION 6: NORMAL SERVICES – NORMAL FEES</b>			<b>ELECTRICAL ENGINEERING</b>	
<b>6.1</b>		<b>Cost of the Construction Works</b>				
6.1.1		Estimated Construction Cost	Sum	1	N/A	R 5 000 000
<b>6.2</b>		<b>Project Fee Details (as per ECSA guidelines Government Gazette No. 44333)</b>				
6.2.1		Project Fee Range based on 6.1.1	<b>Exceeds</b>		<b>But does not Exceed</b>	
			R 1 899 000		R 9 347 000	
6.2.2		Basic Fees expected for 6.1.1	<b>Primary Fee</b>		<b>Secondary Fee</b>	
			R 237 400		R 372 120	
6.2.3		Total Basic Fee				R 609 520.00
6.2.4		Basic Fee as a Percentage of 6.1.1				12.19%
6.2.5		Typical Multiplication Factor				N/A
6.2.6		Typical Adjusted Fee Total (6.2.3 x 6.2.5)				R 609 520.00
6.2.7		Typical Adjusted Fee as a Percentage of 6.1.1				12.19%
<b>6.3</b>		<b>Proportioning of Fees (total offered fee amount per discipline cannot be discounted by more than 10%)</b>				
6.3.1		Scope of Services	Indicative %	Indicative Fee	Offered % (see C2.1.1.10 of preamble)	Offered Fee Amount
6.3.1 a)	3.2.1	Stage 1 – Inception	5	R 30 476.00		
6.3.1 b)	3.2.2	Stage 2 – Concept and Viability	15	R 91 428.00		
6.3.1 c)	3.2.3	Stage 3 – Design Development	20	R 121 904.00		
6.3.1 d)	3.2.4	Stage 4 – Documentation and Procurement	20	R 121 904.00		
6.3.1 e)	3.2.5	Stage 5 - Contract Administration and Inspection	35	R 213 332.00		
6.3.1 f)	3.2.6	Stage 6 – Close-Out	5	R 30 476.00		
<b>6.3.2</b>		<b>Totals</b>	<b>80</b>	<b>R 609 520.00</b>		
<b>6.3.3</b>		<b>Total value of discount offered</b>				
<b>6.3.4</b>		<b>Discount offered as a percentage on item 6.2.6 (maximum 10%)</b>				
<b>SECTION 6 : NORMAL SERVICES – NORMAL FEES – ELECTRICAL ENGINEERING – CARRIED FORWARD TO SUMMARY</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
7	3.2	<b>SECTION 6: NORMAL SERVICES – NORMAL FEES</b>			<b>ARCHITECTURAL</b>	
7.1		<b>Cost of the Construction Works</b>				
7.1.1		Estimated Construction Cost	Sum	1	N/A	R 6 478 768.52
7.2		<b>Project Fee Details (as per SACAP, Government Gazette No. . 44333)</b>				
7.2.1		Project Fee Range based on 6.1.3	<b>Exceeds</b>		<b>But does not Exceed</b>	
			R 40 000 0001		R 130 000 000	
7.2.2		Basic Fees expected for 6.1.3	<b>Primary Fee</b>		<b>Secondary Fee</b>	
			R 4 625 768.63		R 1 852 999.89	
7.2.3		Total Basic Fee (Complex Project)				R 6 478 768.52
7.2.4		Basic Fee as a Percentage of 6.1.3				11.37%
7.2.5		Typical Multiplication Factor (water and wastewater treatment works)				N/A
7.2.6		Typical Adjusted Fee Total (6.2.3 x 6.2.5)				R 6 478 768.52
7.2.7		Typical Adjusted Fee as a Percentage of 6.1.3				11.37%
7.3		<b>Proportioning of Fees (total offered fee amount per discipline cannot be discounted by more than 10%)</b>				
7.3.1		Scope of Services	Indicative %	Indicative Fee	Offered % (see C2.1.1.10 of preamble)	Offered Fee Amount
7.3.1 a)	3.2.1	Stage 1 – Inception	2	R129 575.37		
7.3.1 b)	3.2.2	Stage 2 – Concept and Viability	15	R971 815.28		
7.3.1 c)	3.2.3	Stage 3 – Design Development	20	R1 295 753.70		
7.3.1 d)	3.2.4	Stage 4.1 – Documentation	20	R1 295 753.70		
7.3.1 e)		Stage 4.2 – Procurement	10	R647 876.85		
7.3.1 f)	3.2.5	Stage 5 - Construction	30	R1 943 630.56		
7.3.1 g)	3.2.6	Stage 6 – Close-Out	3	R194 363.06		
7.3.2		<b>Totals</b>	<b>100</b>	<b>R6 478 768.52</b>		
7.3.3		<b>Total value of discount offered</b>				
7.3.4		<b>Discount offered as a percentage on item 7.2.7 (maximum 10%)</b>				
<b>SECTION 7 : NORMAL SERVICES – NORMAL FEES – ARCHITECTURAL – CARRIED FORWARD TO SUMMARY</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>8</b>	<b>3.2</b>	<b>SECTION 6: NORMAL SERVICES – NORMAL FEES</b>			<b>QUANTITY SURVEYING</b>	
<b>8.1</b>		<b>Cost of the Construction Works</b>				
8.1.1		Estimated Construction Cost	Sum	1	N/A	R 6 478 768.52
<b>8.2</b>		<b>Project Fee Details (as per SACQSP, Government Gazette No. 39134)</b>				
8.2.1		Project Fee Range based on 6.1.3	<b>Exceeds</b>		<b>But does not Exceed</b>	
			R 128 000 000		R 256 000 000	
8.2.2		Basic Fees expected for 6.1.3	<b>Primary Charge</b>		<b>Adjusted Fee</b>	
			R 7 086 400		R 1 852 999.89	
8.2.3		Total Basic Fee (Complex Project)				R 9 956 400.00
8.2.4		Basic Fee as a Percentage of 6.1.3				5.24%
8.2.5		Typical Multiplication Factor (water and wastewater treatment works)				N/A
8.2.6		Typical Adjusted Fee Total (6.2.3 x 6.2.5)				R 9 956 400.00
8.2.7		Typical Adjusted Fee as a Percentage of 6.1.3				5.24%
<b>8.3</b>		<b>Proportioning of Fees (total offered fee amount per discipline cannot be discounted by more than 10%)</b>				
8.3.1		Scope of Services	Indicative %	Indicative Fee	Offered % (see C2.1.1.10 of preamble)	Offered Fee Amount
8.3.1 a)	3.2.1	Stage 1 – Inception	2.5	R248 910.00		
8.3.1 b)	3.2.2	Stage 2 – Concept and Viability	5	R497 820.00		
8.3.1 c)	3.2.3	Stage 3 – Design Development	7.5	R746 730.00		
8.3.1 d)	3.2.4	Stage 4 – Documentation and Procurement	35	R3 484 740.00		
8.3.1 e)	3.2.5	Stage 5 - Construction	45	R4 480 380.00		
8.3.1 f)	3.2.6	Stage 6 – Close-Out	5	R497 820.00		
<b>8.3.2</b>		<b>Totals</b>	<b>100</b>	<b>R9 956 400.00</b>		
<b>8.3.3</b>		<b>Total value of discount offered</b>				
<b>8.3.4</b>		<b>Discount offered as a percentage on item 8.2.6 (maximum 10%)</b>				
<b>SECTION 8 : NORMAL SERVICES – NORMAL FEES – QUANTITY SURVEYING – CARRIED FORWARD TO SUMMARY</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>9</b>		<b>SECTION 9: ADDITIONAL SERVICES</b>			<b>TIME BASED FEES</b>	
<b>9.1</b>	<b>4.3 &amp; 4.4</b>	<b>KEY PERSONNEL</b>				
		<i>Fees are in accordance with the Department of Public Works Rates for Reimbursable expenses – Table 8 as applicable on the date of tender opening.</i>				
9.1.1 a)		Project Manager	hr	100		
9.1.1 b)		Civil Engineer	hr	100		
9.1.1 c)		Structural Engineer	hr	100		
9.1.1 d)		Mechanical Engineer	hr	100		
9.1.1 e)		Electrical Engineer	hr	100		
9.1.1 f)		Architect	hr	100		
9.1.1 g)		Quantity Surveyor	hr	100		
<b>9.2</b>	<b>4.3 &amp; 4.4</b>	<b>OTHER PERSONNEL</b>				
9.2.1 a)		Landscape Architect (5 years' experience)	hr	100		
9.2.1 b)		SCADA & Telemetry Specialist (10 years' experience)	hr	100		
9.2.1 c)		Environmental Practitioner (8 years' experience)	hr	100		
9.2.1 d)		Town Planner (8 years' experience post qualification)	hr	100		
<b>SECTION 9: ADDITIONAL SERVICES - TIME BASED FEES - TOTAL CARRIED FORWARD TO SUMMARY</b>						

ITEM	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>10</b>		<b>SECTION 10: ADDITIONAL SERVICES</b>			<b>PROVISIONAL</b>	
10.1	3.3.2 & 4.3.3	Construction Monitoring	Prov sum	1	R 4 000 000.00	R 4 000 000.00
10.2	3.3.1 (31)	Site Security	Prov sum	1	R 100 000.00	R 100 000.00
10.3		Traffic Impact Assessment	Prov Sum	1	R 150 000.00	R 150 000.00
10.4		Surveys	Prov sum	1	R 150 000.00	R 150 000.00
10.5		Site Visits for Data Acquisition	Prov sum	1	R 100 000.00	R 100 000.00
10.6	4.3.4	Allowance for mark-up on items 10.1, 10.2, 10.3, 10.4 and 10.5	%		R 4 550 000.00	
<b>SECTION 10 : ADDITIONAL SERVICES – PROVISIONAL - CARRIED FORWARD TO SUMMARY</b>						

**C3.2 : SUMMARY PAGE FOR SCHEDULE OF RATES**

SECTION	DESCRIPTION	AMOUNT
1	ENGINEERING MANAGEMENT SERVICES	
2	ADDITIONAL SERVICES: FEASIBILITY REPORT	
3	NORMAL SERVICES: NORMAL FEES – CIVIL ENGINEERING	
4	NORMAL SERVICES: NORMAL FEES – ADDITIONAL DESIGN FEE ON REINFORCED CONCRETE AND STRUCTURAL STEEL ENGINEERING	
5	NORMAL SERVICES: NORMAL FEES – MECHANICAL ENGINEERING	
6	NORMAL SERVICES: NORMAL FEES – ELECTRICAL ENGINEERING	
7	NORMAL SERVICES: NORMAL FEES – ARCHITECTURAL	
8	NORMAL SERVICES: NORMAL FEES – QUANTITY SURVEYING	
9	ADDITIONAL SERVICES: TIME BASED FEES	
10	ADDITIONAL SERVICES: PROVISIONAL	

<b>SUB TOTAL A: TOTAL OF PRICED ITEMS IN SECTIONS 1 to 10</b>	<b>R</b>
ADD 15% VAT TO SUB TOTAL B	R
<b>OFFER AMOUNT CARRIED FORWARD TO FORM OF OFFER (C1.1)</b>	<b>R</b>

**Notes:**

1. The provision for 15% VAT may only be included if the Tenderer is VAT registered in terms of Value-Added Tax Act 89 of 1991, else it must be completed as R 0.00.
2. The Contract Price is subject to Contract Price Adjustment (also referred to as Escalation) in terms of Clause 3.16 of the Conditions of Contract.
3. The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule of rates are within my personal knowledge and are to the best of my belief both true, correct, and an accurate reflection of my submission.

Signed .....

Date .....

Name .....

Position .....

**GEORGE MUNICIPALITY**  
**DEPARTMENT: CIVIL ENGINEERING SERVICES**  
**TENDER NO. T/ING/015/2022**

**MULTI-DISCIPLINARY PROFESSIONAL SERVICES: NEW PERMANENT GIPTN (GO-GEORGE) BUS DEPOT**

# **THE CONTRACT**

## **PART C3 : SCOPE OF SERVICES**

### **CONTENTS**

<b>NUMBER</b>	<b>HEADING</b>	<b>PAGE</b>
C3.1	Terms of Reference	166
C3.2	Scope of Services	173

**C3.1: TERMS OF REFERENCE**

This section specifies and describes the services which are to be provided and any other work requirements and constraints relating to the services to be performed.

**C 3.1.1 PURPOSE OF THE APPOINTMENT**

The provision of professional services for the feasibility investigation of the New Permanent GIPTN (Go-George) Bus Depot.

The feasibility will be conducted in two phases:

1. Investigation and report on the functionality of the existing Go-George Bus depot in its current layout and condition to ensure the current and future Go-George operations can be fulfilled and accommodated
2. Subject to the outcome of phase 1, prepare a feasibility report for the implementation of the proposed new Go-George Bus depot.

Should it be found that the existing Go-George Depot is suitable the project will cease at the end of the phase 1 feasibility stage.

**C 3.1.2 EMPLOYERS OBJECTIVES**

Appointment for the provision of professional consulting engineering services for the implementation of a New Permanent GIPTN (Go-George) Bus Depot as described in section C3.2: Scope of Services.

**C 3.1.3 LOCATION OF THE WORKS**

The site for the new Permanent Depot is planned on a portion of Erf 464 George (in the Borchers area) and is approximately 4.6ha in extent. Access is to be obtained from a future access road to be constructed between PW Botha Boulevard and the future Rand Street extension.

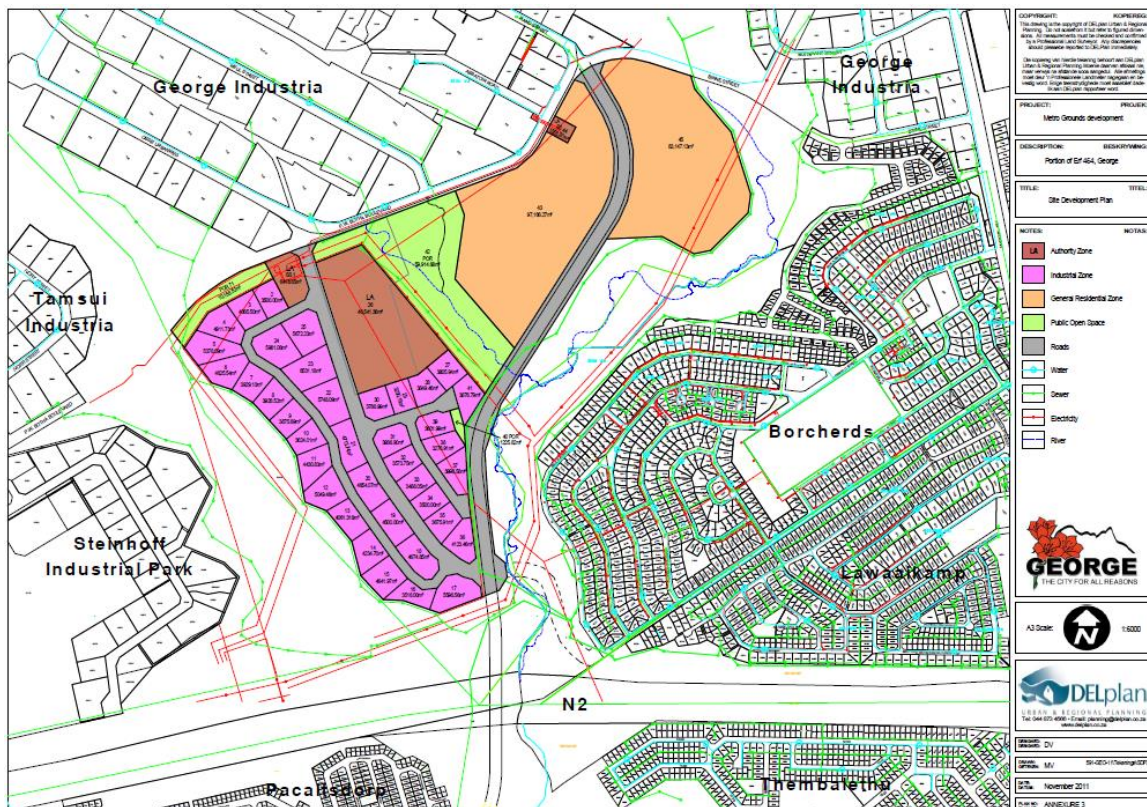


Figure 1: Locality of proposed new permanent GIPTN (GoGeorge) Bus Depot

### **C 3.1.4 BACKGROUND**

A major component of the George Mobility Strategy is the establishment of an integrated public transport network (GIPTN) as provided for in the NLTA and which is based on the notion of transforming the existing informal minibus taxi and bus operations into a regulated formal public transport operation utilizing the same local operators. Such a structured public transport operation requires that buses be parked at a secure depot when not in use.

The purpose of this tender is to invite consulting professionals to provide professional services to assist the municipality in the planning, design and construction monitoring for a permanent bus depot for the Go George bus service.

The permanent depot is to replace the temporary depot currently in use situated on Erf 3472 in York Street, George. It will provide administrative, parking (bus and private vehicles), fuelling, cleaning/washing, maintenance, and storage facilities for up to say 200 diesel-powered (standard) 12meter buses, with alternate parking layouts that will accommodate a mixed fleet comprising mini-, midi-, standard and single articulated buses, which could be diesel or electricity powered. The depot is seen as being 'medium' in scale.

The depot will be owned by the George Municipality and a single vehicle operating company (VOC) will operate from the facility.

The design approach for the depot is based on research of best practices and reports both locally and internationally and in particular the Bus Depot Design Guidelines document of SGA Architects (India).

### **C 3.1.5 SITE INFORMATION**

The site has been set aside to allow for the development of the proposed depot. However, matters relating to the zoning and record of decision have lapsed, and as a result it is required that the planning process should recommence with a review of the work previously undertaken.

Required is that the town planning processes should proceed in parallel with the SDP concept planning. It will also be required that the site, as defined in the diagram below, be surveyed for the purpose of (a) proceeding with the subdivision and erven registration, and (b) for the purposes of concept and detail design.

On receipt of the ROD, it will be required that the township is formally registered, and diagrams prepared & registered in respect of all subdivided erven.

### **C 3.1.6 SCOPE OF CONSTRUCTION CONTRACT**

The scope of the construction work includes:

The site organisation for vehicles and infrastructure operation should be based on the typical functional arrangement of vehicle and infrastructure operations for a bus depot as shown in the diagram below.

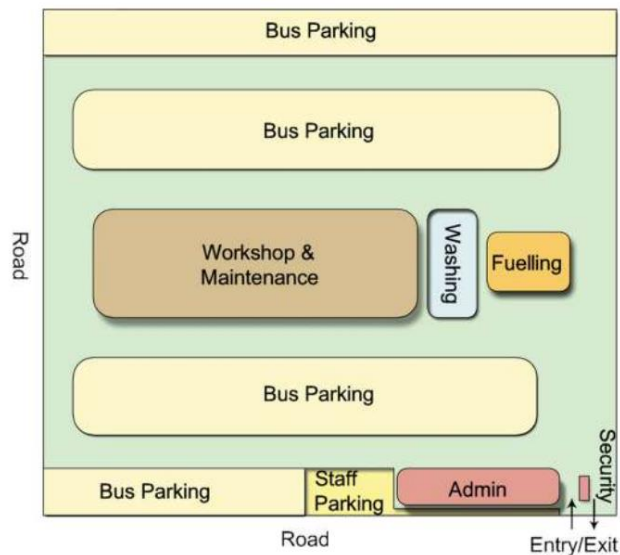


Figure 2: Concept layout of required facilities

This will provide areas for:

- Entry/Exit
- Bus parking.
- Refuelling.
- Vehicle washing/cleaning.
- Maintenance.
- Administration.
- Storage.
- Private parking.
- Staff facilities.
- Utilities.
- Landscaping.

Identified Depot activities must be adequately segregated/integrated as per their respective roles in overall Depot operations. The depot design should therefore consider integration through the provision of infrastructure and spaces that will facilitate the required level of operational segregation and/or integration. The activities should be arranged as to minimize bus and staff/visitor on-site vehicular conflicts.

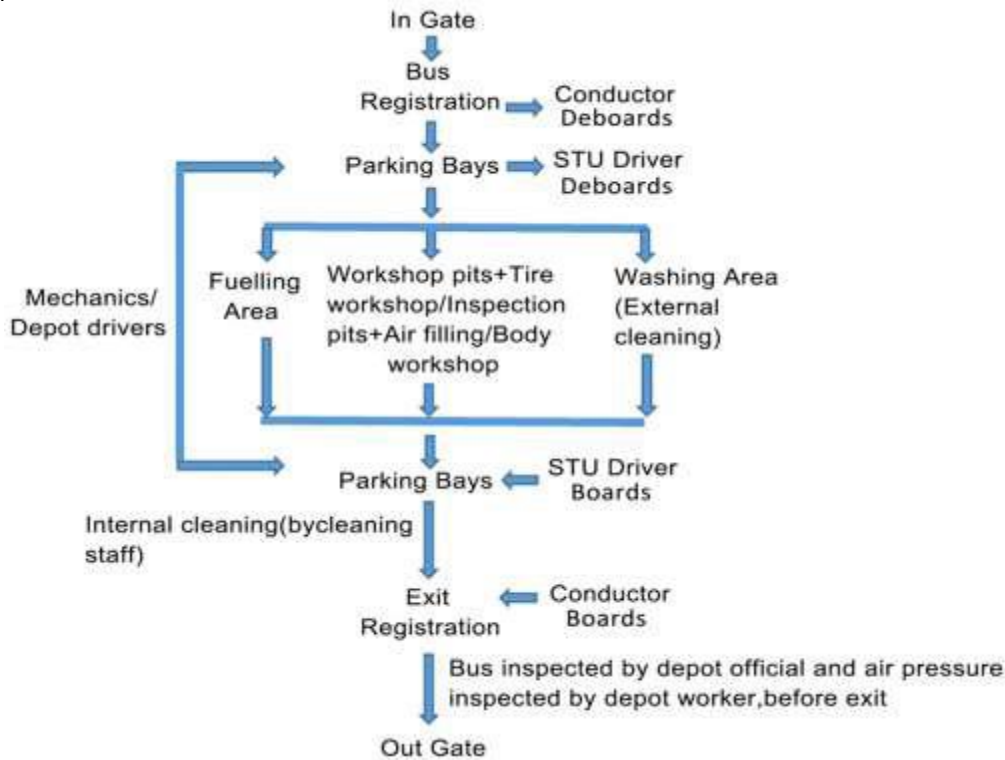


Figure 3: Sequence of activities at a typical depot

**ENTRY AND EXIT**

The Depot should be provided with a single divided entrance/exit, with two entry & two exiting lanes, thus allowing for a separation of bus and staff/visitors, and the flexibility to accommodate the peak bus movement demand periods.

The entire entrance should be provided with parallel operational under roof lanes and controlled by a gatehouse fitted with gates and booms.

In addition, a separate staff/visitor’s gatehouse will control access for pedestrians.

**BUS PARKING AND CIRCULATION**

The design should provide for one-way circulation of buses and 60-degree angled parking which should be aligned in a linear manner and oriented in the direction allowing maximum uninterrupted driveway length. Double bank parking of two standard buses to be allowed for.

There should be an assigned parking bay for each bus (3,5m x 12.5m for 12.5m standard buses).

Consideration should also be given to the later installation of electricity charging points at bus bays. It being envisaged that the diesel bus fleet would most likely be converted over time to hybrid or even full electric powered.

Bus parking should be concrete hardstand with a maximum 1:40 slope.

**STAFF AND VISITOR PARKING**

Provision should be made for the parking of private vehicles, motorcycles, and bicycles.

The staff/visitor entrance should have two inbound lanes with sufficient stacking distance and a single outbound lane.

Control is via a gatehouse which will also control pedestrian traffic into the Depot.

**FUELLING**

The diesel fuelling station should be located to integrate with the bus circulation on the site.

A complete diesel fuel station with three fuel dispensers, a storeroom, staff room and office are required.

Submerged fuel tanks with a combined capacity of 160 000 litres (2 x 80 000 litres) should be provided.

### **CLEANING AND WASHING BAYS**

The interior of buses will be cleaned daily at their respective parking bays. Exterior washing will take place at two bays equipped with mechanical drive-through washing equipment that should clean all surfaces of the bus. A third bay is to be provided for hand washing. Dust bins to be provided.

The external wash area should be easily accessible from workshop and fuelling areas and be completely covered by a roof structure. Underground water storage and recycling facilities should also be provided. Water for bus cleaning should be provided from recycled mains supplied and harvested water where practical.

### **SITE PERIMETER SECURITY**

Provision should be made for the installation of appropriate site perimeter security measures such as vandal-proof fencing/walling, lighting, alarms, and CCTV surveillance cameras.

### **UTILITIES**

The design should make provision for all utilities and services required by the depot including:

- Water supply and rainwater harvesting.
- Sanitary services.
- Power supply including back-up generator/s. Consideration should be given to power supply from renewable energy sources.
- Telecommunications equipment
- Fire alarms/suppression.

### **LANDSCAPING**

Landscaping considerations should be included in the depot design to improve its functional efficiency and aesthetics – these should include:

- Elements to define the site and entrance.
- Natural buffers to separate bus parking from other functions & neighbouring properties.
- The use of low-maintenance elements and plant materials suitable for local conditions.

### **MAINTENANCE FACILITY REQUIREMENTS**

All mechanical maintenance and servicing will be performed at the Depot, with major overhauls carried out at the bus supplier's facilities.

The maintenance facility is the nerve centre of the depot and should preferably be located centrally within the complex. The workshop and maintenance zone are to be equipped with infrastructural elements such as pits/bays (service, maintenance, and inspection), stores and workshop sections.

Centralised oil lubrication and waste oil extraction as well as compressed air systems should be installed.

### **SERVICE / REPAIR AREA REQUIREMENTS**

A total of 5 service pits/bays should be provided – service bays should be equipped with appropriate lifting equipment. Brake, headlight, tyre, and steering testing equipment should be provided.

### **MAINTENANCE AND INSPECTION AREA REQUIREMENTS**

Five (5) preferably drive-through maintenance/inspection pits/bays should be provided. Bays should be equipped with appropriate lifting equipment. One of the bays should be dedicated to tyre maintenance and located next to the tyre store.

### **WORKSHOP ADMINISTRATION AREA**

The workshop administrative area should consist of:

- tyre store and tyre repair area.
- battery store with recharge facilities.
- general store.
- flammable liquid store.
- body shop for electrical, upholstery and paint repairs
- machine room
- staff facilities including managers office, meeting room, lockers, kitchen, and ablutions.

### **ADMINISTRATIVE FACILITY REQUIREMENTS**

The administration block houses the administration and management staff and is the nerve centre of vehicle operations. It has three main components viz. the operational section, the general offices section and staff facilities section. As it is the entry point for all staff to access any section of the depot, it should have a separate access from the external edge of the depot.

It should be designed in a manner that controls the entry/exit of both administrative and bus operational staff but allows interaction between them for registration, and in and out-shedding activities.

### **GENERAL OFFICES**

The general offices section provides for the VOC's depot manager's office, clerical/administrative offices, security rooms, meeting/lecture room, canteen, kitchen, and ablutions. A separate office for the CA representative. The main server room and control room are also located in this building.

The depot manager's office should command as great a view of the entire complex as is possible.

### **STAFF FACILITIES**

Staff facilities are to provide for operational staff (drivers and other depot staff) and include duty rooms, lockers, kitchen, canteen, breakaway areas, rest rooms and ablutions.

### **OPERATIONAL SECTION**

The operational section provides areas designated for bus control and scheduling, driver control, ticket management (including cash handling), crew waiting area and locker rooms.

### **ITS DESIGN REQUIREMENTS**

The bus depot design process should cater for the ITS requirements at all nodes in the Depot, with the following ITS functions catered for:

- Automated Fare Collection (AFC) data management.
- Advanced Public Transport Management System (APTMS) data management.
- On-board Closed - Circuit Television (CCTV) management.
- Public Address system.
- Bus dispatching and scheduling.
- CCTV surveillance.
- Management Information System.
- ICT infrastructure.
- Security system.

### **UNIVERSAL ACCESS COMPLIANCE**

It must be noted that all designs for Civil, Architectural, Mechanical, Electrical, etc. infrastructure, shall adhere to Universal Access guidelines. Relevant SANS codes.

**C 3.1.7 PROJECT DELIVERABLES**

The Service Provider will be required to achieve the projected deliverables defined below in the timeframes allocated.

No	Project Deliverable	Timeframe	Month Start	Month End
1	Inception stage	1-months	1	1
2	Feasibility investigation and report	3-months	1	3
3	Concept and Viability stage	4-months	4	7
4	Environmental Process	12-months	2	11
5	Design Development	5-months	7	11
6	SDP development and Building plan preparation, submission, and approvals	3-month	6	8
7	Stage 4: Documentation & Procurement	6-months	9	13
8	Stage 5: Contract Administration	22-months	14	35
9	Stage 6: Close Out	1-months	35	36

**C 3.1.8 SCOPE OF SERVICES SUMMARY**

The scope of services envisaged for this appointment will result in the following outputs as a minimum:

- a) Development of SDP for approval,
- b) Building plan development, submission, and approvals,
- c) Appointment of subconsultants (environmental, town planning, geotechnical engineering, surveying etc.)
- d) Feasibility investigation and report
- e) Inception (stage 1 of 6)
- f) Concept and Viability (stage 2 of 6)
- g) Design Development (stage 3 of 6)
- h) Tender Documentation and Procurement (stage 4 of 6)
- i) Contract Administration / Construction (stage 5 of 6)
- j) Close out (stage 6 of 6)
- k) Provision of Construction monitoring,
- l) Any other service considered as normal services.
- m) Co-ordination between Municipal departments and other organs of state

**C3.2: SCOPE OF SERVICES****3.1.6 SCOPE OF SERVICES**

The services to be provided by the Service Provider shall satisfy the Employer's objectives for the provision of Professional Engineering Services and the Service Provider shall provide the services contained in:

- Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), effective 26 March 2021, issued by the Engineering Council of South Africa in Board Notice 22 of 2021 in Government Gazette no. 44333, dated 26 March 2021, where applicable and in accordance with the Terms of Reference and Scope of Services, amended as follows:
- Guideline Professional fees in terms of Section 34(2) of the Architectural Profession act, 2000, Act 44 of 2000, Government Gazette No. 45554, 26 November 2021; Board Notice 172 of 2021.
- Guideline Professional fees in terms of Section 34(2) of the Quantity Surveying Profession act, 2000, Act 49 of 2000, Government Gazette No. 39134, 28 August 2015; Board Notice 170 of 2015.

**Notes:**

- 1) **All reports, designs and drawings must be approved by the Employers representative prior to proceeding with the next step and/or stage. The approval by the Employers Representative does not transfer professional liability for the correctness of the designs and documentation to the Employer.**
- 2) **The complete scope of services required by the service provider is included below. All text in *italic* are additions or amendments to the Government Gazette 44333, dated 26 March 2021 in part or as a whole.**

**3.2 Normal Services****Financial Administrative Services:**

Services of the consulting engineer on this contract includes the provision of services related to all financial matters such as the calculation of quantities, cost estimates, cost control and the procurement process, including those structural and civil engineering services related to building and multi-disciplinary projects, and will not be treated as additional services.

**3.2.1 Stage 1 – Inception**

- 1) Assist in developing a clear project brief
- 2) Attend initial project initiation meeting *including all key personnel to introduce team members, discuss the scope of services, discuss timeframes and requirements of the Employer*
- 3) Advise on procurement policy for the project
- 4) Advise on the rights, constraints, consents, and approvals.
- 5) Define the scope of services and scope of work required
- 6) Conclude the terms of the agreement with the Employer.
- 7) Incept the site and advise on the necessary surveys, analysis, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services
- 8) Determine the availability of data, drawings and plans relating to the project
- 9) Advise on the criteria that could influence the project life cycle cost significantly
- 10) Provide necessary information within the agreed scope of the project to other consultants involved.

**3.2.2 Stage 2 – Concept and Viability (often called preliminary design)**

- 1) Agree documentation programme with principal agent or consultant and other consultants involved
- 2) Attend design and consultant meetings *including monthly progress meetings*
- 3) Establish the concept design criteria
- 4) Prepare initial concept design and related documentation
- 5) Advise the *Employer* regarding further surveys, analyses, test and investigation that may be required.
- 6) Establish regularity authorities' requirements and incorporate into the design
- 7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents
- 8) Establish access, utilities, services, and connections required for the design
- 9) Participate in co-ordinated design interfaces *with all key persons, subconsultants, municipal departments and other organs of state*
- 10) Prepare process designs (where required), preliminary designs and related documentation for approval by authorities and *Employer* and suitable for costing.
- 11) Provide cost estimates and life cycle costs, as required
- 12) Liaise, co-operate, and provide necessary information to the *Employer, other Municipal Departments, organs of state, other consultants and subconsultants involved*

**3.2.3 Stage 3 – Design Development (also termed Detailed Design)**

- 1) *Establish design criteria.*
- 2) *Prepare, review, and agree the documentation programme with the Employer and other consultants involved.*
- 3) *Advise the Employer regarding further surveys, analyses, tests and investigations which may be required.*
- 4) Attend, *chair and record* design and consultant's meetings
- 5) Incorporate the *Employers* and authorities' detailed requirements into the design
- 6) Incorporate other consultants (*including health and safety consultant*) designs and requirements into the design
- 7) *Refine and assess the design to ensure conformance with all regulatory requirements and consents*
- 8) *Co-ordinate design interfaces*
- 9) *Facilitate input and requirements provided by the health and safety consultant*
- 10) *Facilitate input and design interfaces with the environmental practitioner for the purpose of the application for environmental authorisation*
- 11) *Facilitate, conduct and record final design review meeting (PowerPoint presentation) to the Employer for approval*
- 12) *Facilitate timeous technical co-ordination*
- 13) *Facilitate design reviews for compliance and cost control*
- 14) *Re-drawn, amend, update, and prepare design development drawings including technical details and specifications*
- 15) Review and evaluate design and outline specifications and exercise cost control
- 16) Prepare detailed estimates and construction costs
- 17) Liaise, co-operate and provide necessary information to the *Employer* and other consultants involved
- 18) *Prepare, amend, update, and submit the necessary design documentation to the Employer, local and other authorities and other relevant departments for review and approval*

**3.2.3 (8 & 11) Technical Co-ordination & Design Interfaces**

The Service Provider will be required as part of his normal services conduct regular project co-ordination meetings between civil, structural, mechanical, electrical, and electronic engineering role players to ensure proper preparation and execution of the contract.

Note: All deliverables are to be provided in an editable format (word version) in addition to the hard copies. Reports must include a full set of design calculations.

Copyright of all documents and data prepared for the Project, including intellectual property, shall be vested with the Employer. Editable information is to be submitted upon request and with the close out report. Refer to clause 9.1 of the Contract Data.

**3.2.4 Stage 4 – Documentation and Procurement**

- 1) Attend design, consultants, *and other* meetings

- 2) *Review, amend, update, add and prepare specifications and preambles for the works*
- 3) *Accommodate services design*
- 4) *Check cost estimates and adjust design and documents, if necessary, to remain within budget*
- 5) *Formulate, recommend, and agree the procurement strategy for contractors with the Employer*
- 6) *Amend, update and prepare documentation for contractor procurement developed by others to the latest standards, regulations, policies and any other requirements of the Employer.*
- 7) *Co-ordinate and monitor preparation of procurement documentation*
- 8) *Re-draw, amend, update, finalize and review design, drawings, and schedules for compliance with approved budget*
- 9) *Submit final document to Employer for approval*
- 10) *Assemble the final contract document for approval by the Employers Bid Specification Committee (number of copies to be confirmed)*
- 11) *Assist the Employer with the call for tenders and/or negotiation of prices where relevant*
- 12) *Liaise, co-operate, and provide the necessary information to other consultants as required.*
- 13) *Assist the Employer in conducting and recording the site clarification meeting*
- 14) *Prepare tender notices for variations, additions, or amendments to tender / contract documentation during the tender period*
- 15) *Obtain available copies and make copies of tender documentation from the Employers Supply Chain Management offices to evaluate tenders or evaluate tenders at the offices of the Employers Supply Chain Management*
- 16) *Evaluate tenders*
- 17) *Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others*
- 18) *Prepare and submit tender evaluation report to the Employer for review and approval*
- 19) *Assess samples and products for compliance and design intent*
- 20) *Co-ordinate, prepare and assemble the contract documentation for signature*

### 3.2.5 (2) Specifications

#### Principal Contractor

The construction contract should be based on the method of creating work opportunities for the community/ward in which the contract is based. The tender document shall specify the terms of employment for local labour and Emerging Micro Enterprises by the Principal Contractor.

#### Employment of Community Liaison Officer

To ensure smooth running of the various construction contracts, particularly with regard to the employment of and the relationship between the project team and community/ward and ward councillor, the Contract is to employ a Community Liaison Officer on a limited duration contract for the duration of the construction contract. The Ward Councillor and Social Facilitator will assist with the recruitment of candidate(s).

In addition, please note that the Employer has a full time Community Liaison Officer in the employment of the Infrastructure and Engineering Directorate. This CLO is available to assist in resolving matters relating to the community, EME's and other social issues on the construction contracts where the already appointed parties are unable to resolve issues/disputes.

#### Employment of Local Labour

All labour, apart from the Contractors permanent labour force, is to be recruited from the community / ward in which the construction contract is based. The Contractor will be required to liaise closely with the appointed Community Liaison Officer from the ward and the Ward Councillor and any other community structures to ensure that the recruitment and appointment of labour runs smoothly.

Skilled and semi-skilled labour is normally available and should be made use of.

It is a requirement that all labour in the employment of the Contractor, be it permanent or of a limited duration, and must have valid and active employment contracts.

### 3.2.4 (7) Standard Documentation

Tender documentation must comply with the latest Standard for Uniformity in Construction procurements as published by the Construction Industry Development Board (CIDB). The Employer will make available a copy of their latest standard tender documentation for construction contracts.

Tender documents will be evaluated in terms of the latest Supply Chain Management Policy of which a copy will be made available.

The Service Provider will be required as part of his normal services conduct regular project co-ordination meetings between civil, structural, mechanical, electrical, and electronic engineering role players to ensure proper preparation and execution of the specifications and contract.

#### 4.5.2 (13) Site Clarification Meeting

The site clarification meeting is to be recorded and the minutes, attendance register, and any other relevant documentation discussed at the meeting are to be circulated to all attendees as a tender notice.

The procurement requirements will be discussed by the Employers representative (unless otherwise advised) after which the technical aspects of the tender will be discussed by the consulting engineer.

#### 4.5.2 (18) Tender Evaluation Report

Tender evaluation reports shall be drafted in a format to be provided by the Employer.

### 3.2.5 Stage 5 – Contract Administration and Inspection

- 1) *Arrange, attend, and conduct site handover / inauguration meeting*
- 2) Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- 3) *Obtain the necessary contractual documentation from the contractor to allow the commencement with the application of the construction work permit by the Health and Safety Agent.*
- 4) *Monitor preparation and auditing of the contractors' health and safety plan and approval thereof by the health and safety consultant / agent and if required by the Employer*
- 5) *Instruct the contractor to commence with site establishment upon receipt of the construction work permit and number*
- 6) Carry out contract administration procedures in terms of this contract *and construction contract*
- 7) *Provide the contractor the list of Emerging Micro Enterprises to be appointed on the construction contract unless otherwise advised*
- 8) *Conduct, attend and record regular site, technical, co-ordination and progress meetings*
- 9) Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections, and testing.
- 10) *Agree quality assurance procedures and monitor implementation thereof during construction*
- 11) *Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the works (applicable to Project Engineer / Manager) over and above the appointed construction monitoring staff*
- 12) *Review and adjudicate in the resolution of any contractual claims by the contractor (financial, time, dissatisfaction etc.)*
- 13) Assist in the resolution of contractual claims by the contractor
- 14) Establish, agree, and maintain a financial control system *for monitoring of scope, time and cost variations with the Employer for the duration of the works. Report on in monthly progress reports*
- 15) *Prepare and submit monthly progress reports (includes preparing schedules of predicted cash flow)*
- 16) Prepare pro-active estimates of proposed variations for Employer decision making
- 17) *Order, value and prepare variations where required*
- 18) *Obtain and review correctness of EPWP reports completed by the Contractor and his subcontractors monthly and submit to the Employer*
- 19) *Co-ordinate and inspect the works for the issue of practical completion certificates and defects lists or partial practical completion certificates (if agreed)*

- 20) *Receive, co-ordinate and monitor approval of all contract documentation provided by the contractor during the works*
- 21) *Monitor the preparation of environmental management plan, other associated permits, licenses, risk assessments etc., by the environmental consultant*
- 22) *Monitor, review, prepare and approve valuations for payment certificates and issue payment certificates to the Employer*
- 23) Clarify details and descriptions during construction as required
- 24) Witness and review all tests and mock-ups carried out *both on and off site*
- 25) Check and approve contractors' drawings *for design intent and compliance with contract documents.*
- 26) *Review temporary works designs by contractor*
- 27) Update and issue drawing register
- 28) Issue contract instructions as and when required
- 29) Review and comment on operations and maintenance manuals, guarantee certificates and warranties
- 30) Arrange for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings, operating manuals, *and standard operating procedures.*
- 31) *Co-ordinate and inspect the works for the issue of the certificate of completion and associated defects lists in consultation with the Employer*

### 3.2.6 (8) Meetings

The Service Provider will be required as part of his normal services conduct regular project co-ordination meetings between civil, structural, mechanical, electrical, and electronic engineering role players to ensure proper execution of the contract.

Meeting minutes of every site, technical and progress meeting are to be recorded by the Service Provider. The Employers Representative and other required staff must be invited to all site, technical and progress meetings. The progress meetings will be held monthly and will be recorded on the pre-set template which will be provided by the Employer.

Progress meeting minutes are to be signed by all contracting parties after the conclusion of the meeting. A soft copy of the signed meeting minutes must be provided to each contracting party.

### 3.2.5 (12 & 13) Contractual Claims

The Service Provider shall upon receipt of any contractual notification of intention to claim or formal claim inform the Employer and provide the Employer with the contractual documentation.

Ruling of the contractual claims shall be done in the format to be provided by the Employer and as per the procedure defined in the General Conditions of Contract 2015.

Upon acceptance of the ruling (including third party rulings) the claim, if there is a financial implication, shall be formalised in a variation order and paid against the relevant provision in the Bill of Quantities.

### 3.2.5 (15) Monthly Progress Reports

The Service Provider shall submit a monthly progress report in the format to be provided by the Employer.

### 3.2.5 (17) Variation Orders

Variations to the Contract are to be captured in an official variation order to be signed by all contracting parties. The format will be provided by the Employer.

### 3.2.5 (18) EPWP Compliance

EPWP is a nationwide programme covering all spheres of government and SOE's. All construction contracts implemented by the NMBM must submit EPWP reports monthly. The EPWP reports must reach the Employers Representative by the 5<sup>th</sup> day of the month after the reporting month. The Service Provider is required to review the EPWP reports of the contractor, subcontractors including EME's for correctness prior to submission to the Employer.

### 3.2.5 (19) Practical Completion Certificate

The certificate(s) may only be issued once the Employers Representative agrees that the certificate(s) may be issued. All site inspections to verify issue of the certificate(s) must be attended by the Employers Representative. The format of the certificate(s) will be provided by the Employer.

### 3.2.5 (28) Site Instructions

The Employer must be notified of site instruction with financial implications.

Site instructions with financial implications must be formalised in a variation order.

### 3.2.5 (31) Completion Certificate

The certificate may only be issued once the Employers Representative agrees that the certificate may be issued. All site inspections to verify issue of the certificate must be attended by the Employers Representative. The format of the certificate will be provided by the Employer.

## Stage 6 – Close out

- 1) *Facilitate, review, approve, prepare and/or procure and submit final operation and maintenance manuals including standard operating procedures, test certificates, guarantees and warranties to Employer.*
- 2) *Prepare and/or procure and submit as built drawings (hard and soft copy) and other documentation to the Employer.*
- 3) *Inspect and verify the rectifications of defects during the defect's liability period, at least once during the defect's liability period*
- 4) *Compile and submit close out report*
- 5) *Receive, comment, and approve relevant payment valuations and issue final approval certificate upon successful expiration of the defect's liability period in consultation with the Employer.*
- 6) *Conclude the final accounts and issue payment certificates and final approval certificate where relevant*

### 3.2.6 (1) Operation and Maintenance Manuals

The Operational and Maintenance Manuals including Standard Operating Procedures for processes and equipment prepared by the contractor(s) must be reviewed and checked for the correctness and inclusion of all information required for the project by the consulting engineering team.

The reviewed manuals are to be submitted to the Operations and Maintenance divisions for review.

One hard copy and soft copies (text recognition format) of the final manual(s) must be submitted to the client within 7 days of the issue of the certificate of completion.

The manuals should be accompanied by a copy of the software for electronic infrastructure (PLC's and HMI's).

### 3.2.6 (2) As built Drawings

As built drawings shall be submitted to the Employer within 1 month of the issue of the certificate of completion. Electronic copies (.dwg and pdf format) are to be submitted once the drawings are approved by the Employer on a SD card.

Hard copy drawings A1 in size are to be submitted as the final drawings as part of the close out report.

### 3.2.6 (4) Close Out Report

The close out report is to contain the information, as a minimum, as per the index template of the NMBM. The template will be made available.

A close out report, hard and soft copy (includes an editable format such as "Microsoft word") must be submitted to the Employer within 2 months of the issue of the completion certificate. The close out report will be amended once the issue of the final approval certificate to include all events, correspondence etc. that took place during the defect's liability

period. The revised report (excluding annexures that do not require amendment) will be submitted to the Employers Representative within 14 days after the issue of the final approval certificate.

The Employer will withhold 50% of the value of the close out fee (stage 6) for the construction contract as identified in the Schedule of Rates until such time that the final as built drawings and close out report (hard and soft copies as required) is submitted to the Employer.

All annexures including as built drawings and operations and maintenance manuals are to be included on an SD card and must be attached to the hard copy report.

Copyright of all documents and data prepared for the Project, including intellectual property, shall be vested with the Employer. Editable information is to be submitted upon request and with the close out report. Refer to clause 9.1 of the Contract Data.

### 3.2.6 (6) Final Approval Certificate

The certificate may only be issued once the Employers Representative is an agreement that the certificate may be issued. All site inspections to verify issue of the above certificate must be attended by the Employers Representative. The format of the certificate will be made available.

### **3.3. Additional services**

The following services are additional to the normal services described and listed in section 3.2 to be provided by the Service Provider.

### **25. Site Development Plan**

The Service Provider will be required to prepare a Site Development Plan (SDP).

**Remuneration** : Schedule of Rates – Item 1.3  
: Payment of amounts in full upon submission of schedule and SDP

### **26. Building Plans**

Upon approval of the Site Development Plan and town planning schedule the service provider will be required to complete the necessary forms together with the relevant drawings for approval by the Building Inspectorate Division.

**Remuneration** : Schedule of Rates – Item 1.4  
: Payment of amounts in full upon approval of building plans

### **27. Environmental Authorisation and other Applications for Permits, Licenses etc.**

- 1) Obtain at least 3 quotations from environmental firms, to perform the necessary applications for construction activities. The identified applications, permits, licenses etc. as a minimum are:
  - Environmental Authorisation (EA),
  - Permits from the Department of Fisheries and Forestry's (DAFF) for example: destruction / relocation of Milkwood trees and other indigenous tree species
  - Registration of facility upon commissioning.
- 2) Obtain quotations for the necessary authorisations, applications, licenses and/or permits
- 3) Evaluate quotations.
- 4) Prepare and submit evaluation report to the Employer for review and approval.
- 5) Appoint an Environmental Practitioner to perform the necessary tasks for the applications, licenses and/or permits.
- 6) Enter into an agreement with the appointed Practitioner/Firm.
- 7) Payment of monthly invoices for services rendered.
- 8) Submit regular reports on status of applications.
- 9) Submit approved / rejected application, permit and/or license to Employer.
- 10) Review and approve invoices and make payment of invoices for services rendered.

The Environmental firm / service provider should be appointed to commence with the environmental authorisation and other relevant applications as soon as the outcome of the feasibility report is positive.

**Remuneration** : Schedule of Rates – Item 1.5.2 a), 1.5.2 b)  
: In line with approved quotations plus tendered mark-up to Service Provider

### **28. Environmental Monitoring and Control**

- 1) Obtain quotations from environmental firms to perform monitoring / environmental control officer services in line with the Environmental Authorization. The quotations must include the following as a minimum:
  - Familiarization with the Environmental Authorization / Water Use License etc.
  - Notify relevant departments of construction commencement
  - Application of relevant permits (as required),
  - Review and approve rehabilitation plan
  - Prepare and implement environmental management plan
  - Perform fortnightly compliance inspections and report
  - Perform a monthly audit and report
  - Review and approve method statements
  - Prepare and submit close out audit

- Perform audit during defects liability period
  - Travel
- 2) Evaluate quotations
  - 3) Prepare and submit evaluation report to the Employer for review and approval
  - 4) Appoint Environmental Control Officer to perform compliance monitoring during construction period
  - 5) Monitor and report on non-conformances reported on for implementation of penalties during construction period
  - 6) Review and approve invoices and make payment of invoices for services rendered.

**Remuneration** : Schedule of Rates – Item 1.5.3 a) and 1.5.3 b)  
: In line with approved quotations plus tendered mark-up to Service Provider

### **29. Site Security**

Provision for site security is made in the Schedule of Rates where the need for a security presence or security systems (such as panic buttons) is required for construction monitoring staff.

The Service Provider, where the need arises and when the works cannot be carried out without a security presence or security system, will be required to provide at least two quotations for review by the Employer.

**Remuneration** : Schedule of Rates – Item 9.2  
: In line with approved quotations plus 7.5% mark-up to Service Provider

### **30. Feasibility report**

The Service Provider will be required to investigate in order to prepare and submit a feasibility report as follows:

1. Investigation and report on the functionality of the existing Go-George Bus depot in its current layout and condition to ensure the current and future Go-George operations can be fulfilled and accommodated
2. Subject to the outcome of phase 1, prepare a feasibility report for the implementation of the proposed new Go-George Bus depot.

**Remuneration** : Schedule of Rates – Item 2.1 and 2.2 respectively

### **3.3.2. Construction Monitoring**

The curriculum vitae of all proposed construction monitoring staff shall be submitted to the Employer for review and approval, prior to entering a contract of employment to ensure compliance with the project personnel schedule in the Contract Data.

Construction monitoring staff appointed may not be altered without the prior approval of the Employer.

The curriculum vitae of all proposed construction monitoring staff shall be submitted to the Employer for review and approval, prior to entering a contract of employment.

In the case of multi-disciplinary projects, the Employer may elect to have some staff to perform part-time construction monitoring in the applicable engineering discipline.

#### c) Level of Construction Monitoring

##### **Level 2: Part-time Construction Monitoring**

These staff members shall perform construction monitoring of at least 96-hours per month in addition to the full-time construction monitoring staff appointed relating to their field of engineering, such as Mechanical, Electrical and Electronic.

A category factor of 2.0 is applicable and must be incorporated into the rates.

**Remuneration** : Schedule of Rates – Item 9.1  
: Payable based on approved submitted time sheets per person.

##### **Level 3: Full-time Construction Monitoring**

Construction monitoring at a level 3 must be provided for all construction monitoring staff, unless otherwise instructed and agreed to.

Final construction monitoring staff and cost to be agreed in writing with the Employer, the cost of remuneration to be paid to the construction monitoring staff are to be proved (payslip) to the Employer upon request.

Construction monitoring staff appointed may not be altered without the prior approval of the Employer.

Construction monitoring staff appointed under level 3 is seconded to the Employer for the duration of the contract and is paid for by the Employer. The Employer may deny a request by the Service Provider to change the appointed staff.

Level 3 construction monitoring staff will be required to maintain a full-time presence on site. A category factor of 1.8 is applicable and must be incorporated into the rates.

**Remuneration** : Schedule of Rates – Item 9.1  
: Payable on monthly basis. Rate to include amongst others, salary, leave days, sick leave, UIF, bonuses, overheads, profit or the entire employment period etc.

### **4.5.2. Occupational Health and Safety Act 1993 (Act No. 85 of 1993)**

Replace the contents of section 3.3.3 with the following:

In terms of the Construction Regulations 2014, sub-regulation (5) and (6) the Employer must appoint a competent person in writing as an agent to act as his or her representative.

The Employer elects to appoint an agent independent (not affiliated) to the Service Provider to perform all duties and responsibilities in terms of the 2014 Construction Regulations and Occupational Health and Safety Act, Act 85 of 1993.

The Service Provider will on behalf of the Employer incorporate, co-ordinate, arrange and discuss the necessary deliverables and requirements with the Health and Safety Agent associated with the 2014 Construction Regulations and Occupational Health and Safety Act, Act 85 of 1993 and construction work.

**a) Health and Safety Agent: Design**

- 1) The Employer will appoint the Health and Safety Agent in writing in terms of the OHS Act, 1993 and 2014 Construction regulations.

Provision has been made in the Schedule of Rates.

**Remuneration** : Schedule of Rates – Item 1.5.1 a) and 1.5.1 b)  
: In line with approved quotations and tendered mark-up to Service Provider

**b) Health and Safety Agent: Construction Monitoring**

- 1) Monitor submission of the Health and Safety plan to the appointed agent and client (if required)
- 2) Monitor application and submission of construction work permit to the Department of Labour.
- 3) Assist the agent with any documentation required in order to prepare and complete the construction work permit application.
- 4) Monitor and report on non-conformances reported on for implementation of penalties during construction period
- 5) Obtain a close out report / audit from the Health and Safety consultant

Provision has been made in the Schedule of Rates.

**Remuneration** : Schedule of Rates – Item 1.5.1 a) and 1.5.1 b)  
: In line with approved quotations and tendered mark-up to Service Provider

**3.3.5 Lead Consulting Engineer**

The contract makes provision for Lead Consulting Engineering fees in terms of section 3.3.5 of the Guideline Professional Fees due to the complexity of the project and incorporation of the multi-disciplinary team.

The Civil Engineering firm shall act as the lead and shall provide all services defined in section 3.3.5 of the Guideline Professional Fees as well as those services that may be required at the time for each stage.

**Remuneration** : Schedule of Rates – Item 1.7

**3.3.6 Engineering Management Services (Principal Consultant)**

Not applicable to this contract.

**3.3.7 Mediation, Arbitration and Litigation Proceedings and Similar Services**

When necessary, the Employer may call on the Service Provider to partake in the following services in conjunction with or on his or her behalf:

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

The extent of the required services will be agreed at the time of requiring the services.

Provision for such services as a provisional sum is allowed for in the Schedule of Rates.

**Remuneration** : Schedule of Rates – Item 1.6.1 a) and 1.6.1 b)  
: Time and cost based on tendered rates and tendered mark-up to Service Provider

**3.3.8 Principal Agent of the Client**

Not applicable to this contract.

#### 4. TARIFF OF FEES

##### 4.5 Fees for normal services

Unless otherwise agreed with the Employer, the fees payable for this appointment as well as the breakdown for each stage as are applicable, shall be in accordance with the values listed in schedule C2.2: SCHEDULE OF RATES.

##### 4.2.10 Cancellation or Abandonment

Should instructions have been given by the client to the consulting engineer to proceed with any of the stages of services set out in clause 3 and the whole or part of the works is **cancelled or abandoned or postponed for a period of more than six months**, the consulting engineer must be remunerated for services performed, plus a surcharge of one tenth of the remaining fee which would have been payable to the consulting engineer had his services been completed in terms of his engagement.

*Should instructions have been given by the client to the consulting engineer to proceed with any of the stages of services set out in clause 3 and the whole or part of the works is **postponed/suspended for a period of more than twelve months**, the consulting engineer should be remunerated for services performed only.*

##### 4.3 Fees for Additional Services

The Service Provider may be required to perform additional services not covered by the scope of this contract. Such additional services shall be remunerated for in line with the tendered rates.

The Service Provider must prepare and submit a cost estimate to the Employer Representative indicating the estimated hours per staff member, as per the tendered rates for time-based fees, required to perform the service(s). The Service Provider must obtain approval in writing from the Employers Representative prior to performing the services.

Time sheets for hours spent shall be submitted together with the invoices as supporting documentation.

Provision for additional services is made in the Schedule of Rates.

##### 4.3.3 Construction monitoring

Construction monitoring staff whether full-time or part time and as defined in section 3.3.2 shall be remunerated in accordance with the guidelines.

##### 4.3.4 All other costs

Actual expenses occurred will be multiplied by a factor of 1.075 (7.5%) to cover all costs associated with overheads, administration, profit, handling fees etc.

The above factor is not applicable to those mark-ups for which provision has been made in the Schedule of Rates.

##### 4.3.5 Duties under the Occupational Health and Safety Act

All health and safety related services shall be performed by an appointed Health and Safety Consultant / Agent to be appointed by the Service Provider. Payment for the services rendered by the Health and Safety Consultant / Agent will be multiplied by a the factor as offered in the Schedule of Rates.

##### 4.3.6 Services as Lead Consulting Engineer

Fees for lead consulting engineer shall be in line with the provision and tendered percentage of the schedule of rates.

##### 4.3.7 Engineering Management Services or Services as a Principal Consultant

Not applicable to this contract.

#### 4.3.8 Fees for Services as Principal Agent of the Client

Not applicable to this contract.

#### 4.4 Time Based Fees

Unless otherwise agreed by the Employer, all time-based fees shall be paid in accordance with the Project personnel schedule and rates as submitted which are compliant with the Department of Public Works rates for reimbursable expenses – table 8.

#### 4.5 Expenses and Costs

The local office of the service provider will be used as the base for the calculation of all disbursement costs.

##### 4.5.1 (a) Expenses

All expenses and costs actually incurred by the Service Provider and members of the Service Providers staff in rendering their services must be approved by the Employer.

##### 4.5.1 (b) Mark-up

All other costs incurred on behalf of and with approval of the Employer, plus a mark-up of 7.5 percent, except where specific provision was made in the Schedule of Rates.

##### 4.5.2 (a) Travelling Expenses

Travelling by motor vehicle will be reimbursed in accordance with the Department of Public Works Rates for Reimbursable Expenses – Table 3.

The maximum vehicle engine capacity claimable under this contract is 1951 – 2150cc.

Travelling can only be claimed for when departing from the local office including the provision of a logbook (start and end odometer readings, date of travel, travel information to and from and total distance per trip).

A logbook for every vehicle utilised (listing driver, vehicle registration number, vehicle make and model and engine size) must be submitted as part of the monthly invoices.

Travelling by air, except if ordered by the Employer in writing, is not claimable (this includes care hire, parking fees, taxi fare etc.)

##### 4.5.2 (b) Travelling time

Except if ordered by the Employer in writing, is not claimable.

Travelling time, if applicable and agreed to, is claimable as per sub-clause (ii).

##### 4.5.2 (c) Accommodation and Subsistence Expenses

Except if ordered by the Employer in writing, is not claimable.

##### 4.5.2 (d) – (f) Typing, copying, printing etc.

All costs associated with typing, production, and re-production, copying and binding, printing, photocopying etc. will be reimbursed in accordance the tendered rates.

A log sheet must be provided as part of the monthly invoices.

##### 4.5.2 (h) Telephone and Data costs

All costs associated with telephone and data costs for fulltime construction monitoring staff will be reimbursed to each staff member monthly.

Provision is made for the duration of the contract and is only payable to staff members upon commencement of the duties.

## 5. OFFICE REQUIREMENTS

### 5.1 Facilities to be provided by the Employers Agent

A fully equipped permanent functional local office shall be provided by the Service Provider for the personnel required in order to successfully provide the services as described in C3.2 : SCOPE OF SERVICES.

The office shall be based within the boundaries of the George Municipality.

All the key personnel as indicated in Clause 3.5 of the Contract Data, shall be based within the boundaries of the George Bay Municipality.

The office shall include but not be limited to:

- a) Telephone facilities
- b) Office equipment, such as:
  - Desks,
  - Chairs,
  - Printers,
  - Scanners,
  - Laptops or Desktops with applicable software (also applicable to Construction Monitoring staff), and
  - All other equipment necessary to properly function.
- c) Sanitary facilities (male, female and disabled)
- d) Source of potable water supply,
- e) Source of power supply,
- f) Internet facilities,
- g) Kitchen / Kitchenette,
- h) Boardroom / Meeting room
  - Sufficiently sized to accommodate 15 people
  - Table and chairs to accommodate 15 people
  - Be equipped with a projector and screen
  - Virtual meeting set-up functionality (video camera, microphones, monitor for live streaming etc.)

The Service Provider shall make the office available for use by the George Municipality relating to meetings, discussions, workshops etc. pertaining to this project.

**Remuneration** : Schedule of Rates – Item 1.1.1  
: Payable on monthly basis based on tendered rates.

### 5.2 Key Personnel to operate from local office

It is a requirement that the specified key personnel operate from the local office, refer to Contract Data Clause 3.5 and Tender Data Clause C.3.11.4 section 1.3

Provision is made in the schedule of rates where these personnel do not reside locally.

**Remuneration** : Schedule of Rates – Item 1.1.2  
: Payable on monthly basis based on tendered rates.