# DIRECTORATE: ELECTRICAL ENGINEERING SERVICES

# TENDER NUMBER: GMT008/26-27

# TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.

| ENQUIRIES: | ISSUED BY: |
|---|---|
| George Municipality<br>Directorate: Electrical Engineering Services<br><br>Contact Person: Danie Greeff<br>Tel: 044 874 3917 (internal extension: 1460)<br>Email: dgreeff@george.gov.za | George Municipality<br>Directorate: Electrical Engineering Services<br><br>PO Box 19<br>George<br>6530 |

| **VOLUME 1 OF 1: RETURNABLE DOCUMENT** | | |
|---|---|---|
| **Total Rates** (All Applicable Taxes Included) | | |
| NAME OF BIDDER: | | |
| CENTRAL SUPPLIER DATABASE NO.: | MAAA | |
| **PREFERENCES CLAIMED FOR**: | | |
| B-BBEE Status Level of Contributor and Point Claimed: | Level: _____ | Point Claimed: _____ |
| Locality Status and Point Claimed: | Locality: _____ | Point 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 MONDAY, 18 JANUARY 2027** | | |

***The amounts stated on the signed Offer and Acceptance per Category shall govern (Refer Part C1-1)**

## BIDDER CONTACT DETAILS AND METHOD OF COMMUNICATION

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

Please note that all formal correspondence relating to this tender will be via electronic mail (e-mail).

| Name of bidding company: | | |
|---|---|---|
| **Correspondence Options** | | **Mark Choice of correspondence with X** |
| Postal address | | |
| Email address | | |
| Telephone number | | |
| Cellular number | | |

# GENERAL TENDER INFORMATION

| | | |
|---|---|---|
| TENDER ADVERTISED | : | GMT008/26-27 |
| COMPULSORY CLARIFICATION MEETING | : | Monday, 23 November 2026 at 11h00 |
| VENUE FOR COMPULSORY CLARIFICATION MEETING | : | Compulsory clarification meeting will be held at:<br>George Municipality Main Building,<br>71 York Street<br>(Entrance to the venue is in York Street)<br>Banquet Hall |
| CLOSING DATE | : | Monday, 18 January 2027 |
| CLOSING TIME | : | 12h00 |
| LOCATION OF TENDER BOX | : | Located at the George Municipality Main Building, 71 York Street, 5th Floor, Financial Services Directorate, Supply Chain Management, Civic Centre, York Street, George |

# EXECUTIVE OVERVIEW

Bids are requested for the electrical consulting engineering services for various projects for a three- financial year period from date of appointment.

Successful bidders will be considered for appointment on a panel per category, as and when projects and budgets are approved over the said period. George Municipality reserves the right to appoint single or multiple consultants on the Consultant Panel.

It is required that the bidder identify the category for which is tendered. The categories are defined as:

| **Indicate with an "X" the category/categories of services for which are tendered (more than one category may be selected).** | |
|---|---|
| | |
| **Category A: Construction type project & related works** | |
| 1. Electrification & Reticulation | |
| 2. Distribution networks | |
| 3. Streetlighting, High Mast lighting, Sport field lighting & Public lighting | |
| 4. Sub-transmission & Substations | |
| | |
| **Category B: Energy related projects** | |
| 5. Renewable Energy Projects (PV, Hydro, Wind etc.) | |
| 6. Energy Storage Systems (BESS etc.) | |
| 7. IPP & Wheeling Projects | |
| 8. Backup Power & Standby Generation | |
| | |
| **Category C: Studies & related works** | |
| 9. Power Systems, Ad Hoc Load Flows, Protection studies & Grid Impact studies | |
| 10. Master Planning (including related load flow studies) | |
| 11. Tariffs, Cost of Supply, Vending systems for metering etc. | |
| 12. Asset Management, Condition assessments | |
| 13. General, Operations support and Technical Advisory | |
| | |
| **Category D: Structural Engineering** | |
| 14. Structural Works (Civil & building related) | |
| 15. Overhead Line design related | |
| | |
| **Category E: Other** | |
| 16. Energy Efficiency, Power Quality & Demand Side Management | |
| 17. Control & Automation plant (Protection, metering, telemetry, communication) | |
| 18. Building installations | |
| 19. Traffic Signals & Intelligent Transport Electrical Systems | |

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**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTRICAL ENGINEERING SERVICES**

**TENDER NUMBER: GMT008/26-27**

**TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**

# THE TENDER

## PART T1: TENDERING PROCEDURES

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# T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the **TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**

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. GMT008/26-27** must be placed in the tender box at the George Municipality on the **Fifth Floor**, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George by no later than **12:00** on **Monday, 18 January 2027**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available at a non-refundable deposit of R309.35 each from the Supply Chain Management Unit, **Fifth Floor**, Civic Centre, 71 York Street, George. Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

**Banking Details**
Account Name: George Municipality
Account Type: Public Sector Cheque Account
Bank: First National Bank
Account Number: 62869623150
Branch Code: 210554
Swift Code: FIRNZAJJ
Reference: GMT008/26-27

A compulsory clarification meeting with suitable representatives of the Employer will be held at George Municipal Main Building, Banquet Hall, 71 York Street, George at **11:00 on 23 November 2026.** There will be an attendance register for the compulsory clarification meeting that must be signed.

**Tender Predetermined Criteria:**
Only tenderers who comply with the following criteria are eligible to submit tenders (Refer to Tender Data Clause C.2.1.1):

Only those tenderers who have in their full-time permanent employ the following available personnel:

Tenders word hiermee ingewag vir die **TENDER VIR DIE AANSTELLING VAN RAADGEWENDE INGENIEURSFIRMAS OM PROFESSIONELE INGENIEURSDIENSTE TE LEWER VIR DIE ELEKTRIESE INGENIEURSWESE DEPARTEMENT VANAF DIE AANSTELLINGSDATUM TOT 30 JUNIE 2029.**

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. GMT008/26-27** moet voor **Maandag, 18 Januarie 2027** om **12:00** in die tender bus by die George Munisipaliteit op die **Vyfde Vloer**, Direktoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat 71, 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 per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar teen 'n R309.35 nie-terugbetaalbare deposito elk by die Voorsieningskanaal Bestuurseenheid op die **Vyfde Vloer**, Burgersentrum, Yorkstraat 71, George. Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.

**Bank Besonderhede**
Rekening Naam: George Munisipaliteit
Rekening Tipe: Publieke Sektor Tjek Rekening
Bank: Eerste Nasionale Bank
Rekening Nommer: 62869623150
Tak Kode: 210554
Swift Kode: FIRNZAJJ
Verwysing: GMT008/26-27

'n Verpligte inligtingsvergadering met geskikte verteenwoordigers van die Werkgewer sal op **23 November 2026 om 11:00** gehou word by die George Munisipale Hoof Gebou, Banksetsaal, Yorkstraat 71, George. Daar gaan 'n bywoningsregister wees vir die verpligte inligtingsvergadering wat geteken moet word.

**Tender Voorafbepaalde Kriteria:**
Slegs tenderaars wat voldoen aan die volgende kriteria sal toegelaat word om te tender.

Slegs daardie tenderaars wat die volgende beskikbare personeel in hul voltydse, permanente diens het:

- Electrical registered Professional with at least 10 years relevant experience after registration &
- Electrical registered Professional with at least 5 years relevant experience after registration.

Bidder must hold valid professional indemnity (PI) insurance providing cover for an amount of at least R10 000 000 in respect of each and every claim during the period of insurance, which stated minimum cover shall remain in place for the full contract period.

Prospective bidders that arrive after 15 (fifteen) minutes of the advertised time, will not be allowed to attend the meeting or to sign the attendance register, unless the person chairing the meeting gives permission to do so. Reasons for the chairperson's decision must be noted.

Only those tenderers who comply with the conditions of tender stated in Clauses C.2.1 and C.3.8.3. Tenders will be evaluated and awarded as follows:

Stage 1: Functionality
Only Tenders scoring a minimum of **70** out of **100** points (70%) will be further evaluated in terms of Stage 2: Price, Preference and Specific Goals.

Stage 2: Price, Preference and Specific Goals
Tenders will be evaluated and awarded in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Mr. Danie Greef at (044) 874 3917 or dgreef@george.gov.za.

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.

An alternative tenderer may be appointed.

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

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

**DR D.G.I. O'NEILL**

- 'n Geregistreerde Professionele Elektriese Ingenieur met minstens 10 jaar toepaslike ervaring ná registrasie; en
- 'n Geregistreerde Professionele Elektriese Ingenieur met minstens 5 jaar toepaslike ervaring ná registrasie.

Die tenderaar moet oor 'n geldige professionele vrywaringsversekering (Professional Indemnity Insurance – PI) beskik wat dekking van minstens R10 000 000 ten opsigte van elke individuele eis gedurende die versekeringstydperk bied. Die vermelde minimum versekeringsdekking moet vir die volle kontraktydperk van krag bly.

Voornemende Tenderaars wat 15 (vyftien) minute na die geadverteerde begin tyd arriveer, sal nie toegelaat word om die vergadering by te woon of die teenwoordigheidsregisters te onderteken nie, behalwe indien die voorsitter van die vergadering toestem daartoe dat die persoon bywoon. Redes vir die voorsitter se besluit moet aangeteken word.

Slegs Tenderaars wat voldoen aan die kondisies van tender soos beskryf in Klousules C.2.1 en C.3.8.3. Tenders sal as volg ge-evalueer en toegeken word:

Fase 1: Funksionaliteit
Slegs tenderaars wat 'n minimum van **70** uit **100** punte (70%) behaal sal verder vir evaluering in Fase 2: Prys, Voorkeur en Spesifieke Doelwitte oorweeg word.

Fase 2: Prys, Voorkeur en Spesieke Doelwitte
Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.

Vir verdere inligting, kontak Mnr. Danie Greef by (044) 874 3917 of dgreef@george.gov.za.

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 Alternatiewe tenderaar mag aangestel word.

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

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

**DR D.G.I. O'NEILL**

**ACTING MUNICIPAL MANAGER**
**GEORGE MUNICIPALITY**
**GEORGE**
**6530**

**WAARNEMENDE MUNISIPALE BESTUURDER**
**GEORGE MUNISIPALITEIT**
**GEORGE**
**6530**

# T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za).

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

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

| Clause | Wording / Data |
|---|---|
| **C.1** | **GENERAL** |
| C.1.1.1 | The Employer is the **George Municipality**, represented by the official holding, or acting in, the position Director: Electrical Engineering Services, namely: Mr. MJ Rhode.<br><br>Designated to act on his/her behalf as the Employers Representative is **prior to the award** of this contract:<br><br>Name: **Mr Danie Greeff**<br>Telephone: **044 874 3917 (extension 1460)**<br>Email: dgreeff@george.gov.za<br>Address physical: **Brick Road, George Industria, 6529**<br>Address postal: **PO Box 19, George, 6530** |
| C.1.1.2 | Add the following after the first paragraph:<br>The parties agree that this tender and its acceptance shall also be subject to the terms and conditions contained in the Employer's latest approved Supply Chain Management Policy ('SCM Policy').<br><br>Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.<br><br>Tenderers shall declare any perceived, known, and potential conflict of interest under schedules T2.2.21 DECLARATION OF INTEREST (MBD 4) and T2.1.23 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8). |
| **C.1.2** | **Tender Documents** |
| | This tender document is entitled: **TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**<br><br>The tender document in electronic format consists of **one** volume. The Tender Document, this document, is deemed a returnable document and must be returned to the Employer in **hard copy** in terms of submitting a tender offer. Refer to Clause C.2.13.<br><br>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 Data, Scope of Services and Annexures.<br><br>The following documents are deemed to also form part of this tender:<br>a. CIDB Standard Professional Services Contract (July 2009) 3rd Edition of CIDB document 1014; and |

| Clause | Wording / Data |
|---|---|
| | b. George Municipality Supply Chain Management Policy 2026/27<br>c. George Municipality Preferential Procurement Policy 2026/27<br>d. George Municipality Policy Standard for Infrastructure Delivery and Procurement Management (LGFIPDM) 2026/27<br>e. 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. 52691, 16 May 2025. |
| **C.1.3** | **Interpretation** |
| C.1.3.3 | Add the following to the end of the Clause:<br>e. **Local** means within the boundaries of the George Municipality (refer to Contract Data Clause C3.5 and C3.2: Scope of Services item C.3.2.1 (1) e)).<br>f. **Local area** means the local suppliers and/or service providers within the Municipal Area, the district boundaries, the Western Cape, and other Provinces within the Republic of South Africa (refer to Tender Data Clause C.3.11.5 and Returnable Schedule T 2.2.16).<br>g. The words **bid**, and **tender offer** are interchangeable and have the same meaning.<br>h. **Non-working days** means a Saturday or a Sunday, or a statutory public holiday in terms of the Public Holidays Act.<br>i. **Engineer** shall mean a Professional Engineer and Professional Engineering Technologist registered in terms of the Engineering Profession Act, Act 46 of 2000.<br>j. **Work Package or Project** means the individual assignment entered into with the Service Provider post the award of this contract.<br>k. **Discount** means the discount offered unconditionally in the Schedule of Rates.<br>l. **Project Panel** means the service providers assigned to the **Category** from which quotations will be requested to assign/award a **Work Package(s) / projects**. |
| **C.1.4** | **Communication and Employers Agent** |
| | Replace the above heading above with: **Communication and the Employers Representative**<br><br>Delete the first sentence of the clause and replace with the following:<br>Verbal communication, from the Employer, its employees, agents, 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 or the Employers designated representative in writing.<br><br>Delete the last sentence of the clause and replace with the following:<br>The name and contact details of the Employers Representative are stated in clause C.1.1.1. |
| **C.1.5** | **Cancellation and Re-Invitation of Tenders** |
| | Add the following after Clause C.1.5.1 d):<br>The parties are unable to negotiate market related pricing in terms of Clause 24 of the George Municipal Supply Chain Management Policy 2026/2027 |
| **C.1.6.2** | **Competitive Negotiation Procedure** |
| | A competitive negotiation procedure will not be followed. |
| **C.1.6.3** | **Proposal Procedure using the Two-stage System** |
| | A two-stage system will not be followed. |
| **C.1.6.4** | **Objections, Complaints, Queries, and Disputes in terms of Section 62 of the Systems Act/ Access to Court** |
| **C.1.6.4.1** | **Disputes, Objections, Complaints, and Queries** |
| | 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): |

| Clause | Wording / Data |
|---|---|
| | 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. |
| **C.1.6.4.2** | **Communication of Disputes, Objections, Complaints, and Queries** |
| | All requests referring to sub clauses C.1.6.4.1 must be submitted in writing to:<br>The Municipal Manager: George Municipality, 3rd Floor, Civic Centre, York Street, George via hand delivery at: 3rd Floor, Civic Centre, 71 York Street, George, 6529 |
| **C.1.6.4.3** | **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** |
| | 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. |
| **C.1.6.4.4** | **Communication for Access to Information** |
| | All requests referring to clause C.1.6.4.3 regarding access to information or reasons must be submitted in writing to:<br>The Municipal Manager: Legal Department, 1st Floor, George Municipality, Civic Centre, York Street, George via hand delivery at: 1st Floor, Civic Centre, 71 York Street, George, 6529. |
| **C.2** | **TENDERER'S OBLIGATIONS** |
| **C.2.1** | **Eligibility** |
| C.2.1.1 | <u>Replace the contents of this clause with the following:</u><br>Tenderers must submit a tender offer that complies in all aspects to the conditions as detailed in this document. Only those tenders that comply in all aspects with the tender conditions, scope of services, pricing data and contract data will be declared eligible to tender.<br><br>The Tenderer is required to complete, sign, and submit the required supporting documentation for each of the schedules/documents contained within part T2: RETURNABLE DOCUMENTS.<br><br>In addition to the above, only those Tenderers who satisfy the following criteria are eligible to submit a tender:<br>a. Clause C.3.8.1. C.3.8.2, C.3.8.3, C.3.8.4, C.3.8.5 and C.3.8.6<br>b. Eligibility criteria as defined below:<br><br>**Professional Registration**<br>The following personnel must be in the full-time permanent employment of the bidder and available:<br>▪ Any electrical registered Professional with at least 10 years relevant experience after registration;<br>▪ Any electrical registered Professional with at least 5 years relevant experience after registration.<br><br>Professional registrations shall include:<br>Pr Eng, Pr Tech Eng, Pr Eng Techni or Pr Cert Eng or as confirmed by the ECSA registration certificate.<br><br>**Professional indemnity insurance:**<br>The employer will not award a contract to any bidder that does not hold valid professional indemnity (PI) insurance providing cover for an amount of at least R10 000 000 in respect of each and every claim during the period of insurance, which stated minimum cover shall remain in place for the full contract period. Proof of insurance must be submitted with the tender.<br><br>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. |

| Clause | Wording / Data |
|---|---|
| | **Should the Tenderer not submit or meet the above requirements, they will be considered non-responsive.**<br><br>**Note:**<br>If the documentation requested as proof of the above eligibility criteria not be attached to the tender submission, the bid will be non-responsive. No documentation relating to the eligibility criteria will be requested. No further documentation submitted after tender closing will be accepted. Clarity requests on documentation and information submitted is allowed. |
| C.2.1.3 | Add the following new Clause:<br>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. |
| C.2.1.4 | Add the following new Clause:<br>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. |
| **C.2.1.5** | **National Treasury Web Based Central Supplier Database (CSD) Registration** |
| | Add the following new clause:<br>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 T 2.2.10: CENTRAL SUPPLIER DATABASE REGISTRATION.<br><br>Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **https://secure.csd.gov.za**.<br><br>It is each Tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated. |
| **C.2.1.6** | **Compliance with requirements of SCM Policy and Procedures** |
| | Only those tenders that are compliant with the requirements below will be eligible to submit a tender.<br><br>Tenderers must ensure that they comply with **ALL** requirements included in Part T2: RETURNABLE DOCUMENTS.<br><br>All tenders shall comply with the requirements of paragraph 13 in the Supply Chain Management Policy 2026/2027 of the George Municipality. In addition to the requirements stated in paragraph 13 of the Supply Chain Management Policy 2026/2027, Tenderers are compelled to complete and return the following returnable documents, and/or confirm the requirements stipulated below:<br>a. A completed returnable schedule T 2.2.2: CERTIFICATE OF AUTHORITY OF SIGNATORY or T 2.2.3: 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;<br>b. A copy of the partnership / joint venture / consortium agreement to be provided if applicable, appended to returnable schedule T 2.2.6: JOINT VENTURE AGREEMENT;<br>c. The tenderer's tax matters with SARS are in order, tax clearance certificate to be appended to returnable schedule T 2.2.12: TAX CLEARANCE CERTIFICATE (SCM Policy 2026/2027 clause 13(3)(a) and (b); |

| Clause | Wording / Data |
|---|---|
| | d. A completed returnable schedule T 2.2.21: DECLARATION OF INTEREST (MBD 4) to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (GM SCMP 2026/27 clause 13(2));<br>e. Completed returnable schedules T 2.2.23: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES and T 2.2.25: COMPULSORY ENTERPRISE QUESTIONNAIRE to be provided and which does not indicate any conflict or past practices that renders the tender non-responsive (SCMP 2026/27 paragraph 20(6));<br>f. A completed returnable schedule T 2.2.24: 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) (SCMP 2026/27 paragraph 20(5));<br>g. 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 T 2.2.27: UNDISPUTED COMMITMENTS CERTIFICATION (SCMP 2026/27 paragraph 20(7)(b)).<br>h. The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;<br>i. The Tenderer is not an advisor or consultant contracted with the Employer.<br>j. The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee. |
| **C.2.2** | **Cost of Tendering** |
| C.2.2.1 | Add the following to the Clause:<br>"Accept that the Employer will not compensate the Tenderer for any costs incurred in attending tender clarification meetings and interviews in the office of the Employer." |
| C.2.2.2 | **Cost of Tender Documents**<br>Tender documents will be made available **electronically** and can be downloaded from the Municipal Website, free of charge. The Tenderer shall be liable for all costs in printing the electronic version of the tender document.<br><br>Those Tenderers that require a hard copy tender document directly from the Employer shall pay the amount stated in T1.1: Tender Notice and Invitation.<br><br>**Electronic Documents**<br>Apart from the electronic document that will be available on the Municipal website the employer shall make available the following documents in editable format:<br>a. Schedule of Rates.<br><br>With reference to the Schedule of Rates, note that 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 tender documents issued on the Municipal website 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. |
| **C.2.3** | **Check Documents** |
| | Delete the entire clause and replace with the following:<br>The Tenderer should check the tender documents upon receipt for completeness, and to report on missing or duplicated pages, illegible or indistinct figures or writing, pages that contain errors, ambiguities, discrepancies or contradictions in the Terms of Reference, Scope of Services, Schedule of Quantities. The Tenderer must notify the Employer's Representative at once of any |

| Clause | Wording / Data |
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| | such problems identified 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.<br><br>In addition to the above, the Tenderer warrants that it has:<br>a. inspected the Scope of Services and read and fully understood the Contract Data and its conditions.<br>b. read and fully understood the whole text of the Scope of Services and Schedule of Rates and thoroughly acquainted itself with the nature of the services proposed and generally of all matters which may influence the Contract.<br>c. carefully examined existing conditions, and acquainted itself with any limitations or restrictions that may be imposed by the Municipality in delivering services and made the necessary provisions for any additional costs involved.<br>d. requested the Employer or his duly authorized representative to make clear the actual requirements of anything contained in the Scope of Services, and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.<br>e. received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.<br><br>The Employer will therefore not be liable for the payment of any extra costs resulting from any claim submitted by the Tenderer arising from any alleged ambiguity or uncertainty contained in the tender document. |
| **C.2.6** | **Acknowledge Addenda** |
| | All tenderers to acknowledge receipt of any Addendums issued and are to complete and sign Form T2.2.18 RECORD OF ADDENDA TO TENDER DOCUMENTS. |
| **C.2.7** | **Clarification Meeting** |
| | The date, starting time and location of the compulsory clarification meeting is stated in Part T1.1: Tender Notice & Invitation to Tender.<br><br>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 will be signed by the Employer after the conclusion of the meeting.<br><br>Bidders should be represented at the compulsory clarification meeting by a **technical employee from the prospective bidder** who is suitably qualified and experienced to comprehend the implications of the work involved, **and whom will be directly involved** in the compilation/preparation of the tender.<br><br>Addenda may be issued to and only tenders will be received from those Tendering entities that appear on the attendance register and who have a signed certificate of attendance. |
| **C.2.8** | **Seek Clarification** |
| | Delete the content of this clause and replace with the following:<br>Request clarification of the tender documents, if necessary, by notifying the Employer's delegates Representative at least five (5) working days before the closing time for receipt of tenders as stated in the Tender Data. |
| **C.2.10** | **Pricing the Tender Offer** |
| C.2.10.1 | Amend the Clause as follows:<br>Replace: "…and other levies payable…"<br>With: "…and other levies, discounts and delivery costs to the prescribed destination payable…" |

| Clause | Wording / Data |
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| | **Note:** The quantities included in the Schedule of Rates are provisional and is not an indication of the amount of work to be performed for normal/standard services, time-based services etc., neither is it an indication of the number of projects that will be assigned to a service provider during the period of performance. The provisional quantities are therefore subject to amendment and/or omissions per individual work package. |
| C.2.10.3 | Amend the Clause as follows:<br>Replace: "Provide rates and prices that are fixed…"<br>With: Provide rates, discounts, mark-ups, and prices that are fixed…"<br><br>Add the following to the end of the Clause:<br>The Tenderer shall be limited to offer a **maximum discount of 10%** on the total fee for Normal/Standard Services in terms of the Professional Fees for Engineering Services. |
| **C.2.11** | **Alterations to Documents** |
| | Add the following to the end of this Clause:<br>"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.<br><br>If correction fluid/tape has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid/tape such as tippex or similar product.<br><br>No correction fluid/tape may be used in the Pricing Schedule where prices are calculated to arrive at a total amount." |
| **C.2.12** | **Alternative Tender Offers** |
| | No alternative offers will be considered. |
| **C.2.13** | **Submitting a Tender Offer** |
| C.2.13.2<br>&<br>C.2.13.3 | Replace the contents of this clause with the following:<br>Each Tenderer is required to return the completed tender document in **hard copy**. The Tender document must be completed in its entirety as per the electronic version provided (See Clause C.1.2) by writing legibly in non-erasable black ink.<br><br>The Employer shall not accept Tenders submitted in electronic format. Tenders 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, by hand in black non-erasable ink shall be considered.<br><br>In addition to the completed hard copy document to be returned to the Employer the Tenderer is also required to submit with the hard copy tender a scanned version of the fully completed tender document on a Secure Digital (SD) card or a Universal Serial Bus (USB) drive. |
| C.2.13.4 | Add the following to the Clause:<br>"Only authorised signatories may sign the original **hard copy** and all copies of the tender offer where required in terms of C.2.13.3.<br><br>In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.<br>In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorising a director or other official of the company to sign the documents on behalf of the company. |

| Clause | Wording / Data |
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| | In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorising a member or other official of the corporation to sign the documents on each member's behalf.<br><br>In the case of a **PARTNERSHIP** submitting a tender, **all the partners** 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.<br><br>In the case of a **JOINT VENTURE/CONSORTIUM** submitting a tender, include a **resolution of each company** 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.<br><br>**Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive."** |
| C.2.13.5 | Place the hard copy and completed and electronic scanned version (SD card / USB drive) of the tender offer in a suitable envelope, seal and insert on the front of the envelope the identification details as follows:<br><br>**Tender number: GMT008/26-27**<br>**Title of Tender: TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**<br>**Closing Date: 18 January 2027**<br>**Closing Time: 12:00**<br><br>The Employer's address for delivery of tender offers is as prescribed in Part T1.1: Tender Notice and Invitation to Tender.<br><br>All returnable documentation required as part of the tender offer are to be bound in a document/folder and should not be stapled together. |
| C.2.13.6 | A two-envelope system will not be followed. |
| C.2.13.9 | Add the following to the Clause:<br>Telephonic, telegraphic, telex, facsimile, e-mailed, via electronic transfer or posted tender offers will not be accepted. |
| C.2.13.10 | Add the following new Clause after C.2.13.9:<br>By signing the offer part of C1.1: Form of Offer and Acceptance per category 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.<br><br>**The Tenderer will be required to submit a complete and signed form of offer and acceptance per Category for which an offer is submitted.**<br><br>**An incomplete, unsigned, or non-submission of a form of offer per project for which the Tenderer submits a proposal will result in the Tenderer being declared non-responsive for that project.** |
| **C.2.14** | **Information and Data to be Completed in all Respects** |
| | The Tenderer is required to enter information in the following sections of the document:<br><br>Part T2 - Returnable Documents |

| Clause | Wording / Data |
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| | Part C1.1 - Form of Offer and Acceptance<br>Part C1.2 - Contract Data (Part 2 – Information to be provided by the Service Provider)<br>Part C2.2 - Schedule of Rates<br>Part C2.3 - Summary Page of Schedule of Rates<br><br>The above parts shall be signed by the Tenderer and witnessed where required.<br><br>The Tenderer shall complete and sign the Form of Offer per project prior to the submission of the Tender Offer.<br><br>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance of the Tender Offer by the Employer.<br><br>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed or prescribed in clause C2.1.6, C.2.20 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.<br><br>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 Services successfully within the period of performance including to satisfy the Employer as to his ability to perform and complete the Scope of Services timeously, safely and with satisfactory quality.<br><br>Accept that the Employer must in accordance with clause 5(1)(d) and (e) of the Construction Regulations, 2014, ensure that the designer carries out all responsibilities contemplated in regulation 6. The Tenderer hereby accepts the duties of the designer as contemplated in regulation 6 of the 2014 Construction regulations. Accept that submitting inferior and inadequate information relating to Health and Safety (as required under Part T2: RETURNABLE DOCUMENTS and pricing in terms of Part C1: PRICING DATA) shall be regarded as justifiable and compelling reasons to declare the tender as non-responsive. |
| **C.2.15** | **Closing Time** |
| 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** | **Tender Offer Validity** |
| C.2.16.1 | The tender offer validity period is **90 days.**<br><br><u>Add the following to the end of this Clause:</u><br>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 non-working day. |
| C.2.16.2 | <u>Delete the clause and replace with the following:</u><br>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. **Such conditions will exclude the tenderer to extend his/her tender validity by changing the price, i.e., the comparative offer, by any amount."** |
| **C.2.17** | **Clarification of Tender Offer after Submission** |
| | <u>Add the following to the end of this clause:</u><br>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. |

<table>
<tr><th>Clause</th><th>Wording / Data</th></tr>
<tr><td></td><td>Tenderers shall fully cooperate with the Employer to perform a due diligence review and risk assessment upon receipt of such written instruction from the Employer.<br><br>Failure to fully cooperate could result in a tender being declared as non-responsive.</td></tr>
<tr><td>C.2.18</td><td>Provide Other Material</td></tr>
<tr><td>C.2.18.1</td><td><u>Add the following after the first paragraph:</u><br>Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT exceeds R 10 million:<br>a. Submission of annual financial statements for the past 3 years / or since establishment if established during the past three years (SCMP 2026/27 clause 20(7)). Financial Statements shall be attached to returnable schedule T 2.2.7: THREE (3) YEAR AUDITED FINANCIAL STATEMENTS;<br>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, complete returnable schedule T 2.2.34: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE AND T 2.2.35: SCHEDULE OF CONTRACTS AWARDED TO TENDERER BY ORGANS OF STATE IF TENDER IS GREATER THAN R10 MILLION;<br>c. complete returnable schedule T 2.2.22: A STATEMENT INDICATING WHETHER ANY PORTION OF THE GOODS OR SERVICES ARE EXPECTED TO BE 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 (SCMP 2026/27 paragraph 20(7)(d)).<br><br>Each party to a Consortium/Joint Venture shall submit <u>separate</u> certificates/statements in the above regard.</td></tr>
<tr><td>C.2.19</td><td>Inspections, Tests and Analysis</td></tr>
<tr><td></td><td><u>Replace the contents of this clause with the following:</u><br>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.</td></tr>
<tr><td>C.2.20</td><td>Submit Securities, Bonds and Policies</td></tr>
<tr><td></td><td>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 T 2.2.36: Proof of Insurance in terms of Clause 7.8 of the Supply Chain Management Policy Framework for Infrastructure Delivery and Procurement Management (FIDPM) 2026/27 or as amended in the below table.
<table>
<tr><th>Type of Insurance</th><th>Value</th></tr>
<tr><td>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><td>Not less than R10 million</td></tr>
<tr><th>Type of Insurance</th><th>Value</th></tr>
<tr><td colspan="2">Professional indemnity insurance:</td></tr>
<tr><td>Structural engineering</td><td>R10 million or twice the professional fees, whichever is the greater</td></tr>
<tr><td>Electrical and mechanical engineering</td><td>R10 million or twice the professional fees, whichever is the greater</td></tr>
</table></td></tr>
</table>

| Clause | Wording / Data |
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| | In terms of Clause 7.8.6 of the SCMP FIDPM 2026/27 professional service appointments shall as a general rule be subject to proof of current professional indemnity insurance being submitted by the service provider in an amount not less than the value stated in the above table in respect of each claim, without a limit to the number of claims, unless otherwise directed by the relevant Director in relation to the nature of the service that they provide.<br><br>Accept that the Employer or his duly authorised representative(s), reserves the right to approach the Tenderer's broker(s) or insurer(s) as indicated in the tender document, or the broker(s) or insurer(s) 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 insurance(s) is in place.<br><br>Should the Tenderer not submit proof of valid professional indemnity insurance to meet the above requirements, the Tenderer will be considered non-responsive. |
| **C.2.23** | **Certificates** |
| | The Tenderer is required to submit **ALL** certificates, documents, schedules, and forms that are requested within the applicable returnable documents contained within Part T2: RETURNABLE DOCUMENTS.<br><br>The Tenderer accepts that tender offers, which do not provide all the data, or the information requested completely, and in the form required, may be regarded by the Employer as non-responsive.<br><br>The tenderer is also required to submit the following certificates included in T2: RETURNABLE DOCUMENTS: |
| **C.2.23.1** | **Tax Compliance Certificate** |
| | Add the following new Clause:<br>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 T 2.2.12: TAX CLEARANCE CERTIFICATE. 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, Finance SCM, 5th 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 T 2.2.25: COMPULSORY ENTERPRISE QUESTIONNAIRE.<br><br>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate and PIN.<br><br>Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order. |
| **C.2.23.2** | **Broad-Based Black Economic Empowerment (B-BBEE) Certificate** |
| | Add the following new Clause:<br>In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, and must be appended to returnable schedule T 2.2.15: BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) 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.<br><br>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, |

| Clause | Wording / Data |
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| | in the case of unincorporated entities, a verified **consolidated** B-BBEE scorecard must be submitted in the form of a certificate with the tender.<br><br>Tenderers are further referred to the content of the T 2.2.16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 for the full terms and conditions applicable to the awarding of preference points.<br><br>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.<br><br>The Tenderer shall indicate in Section 4 of returnable schedule T 2.2.16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier). |
| **C.2.23.3** | **Certificate of Independent Bid Determination** |
| | Add the following new Clause:<br>Tenderers shall complete returnable schedule T 2.2.24: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) and which shall not indicate any conflict or past practises that renders the tender non-responsive. |
| **C.2.24** | **Proposed Deviations and Qualifications** |
| | Add the following new Clause:<br>Where the Tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all deviations therefrom shall be clearly and separately listed in the returnable document titled T 2.2.19: PROPOSED DEVIATIONS AND QUALIFICATIONS by the Tenderer, or in a Tenderer's covering letter expressly referenced in the abovementioned returnable document.<br><br>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.<br><br>It must be clearly stated by the Tenderer whether the sum tendered in the Form of Offer and Acceptance per Category includes for all such deviations or qualifications listed or referred to in the returnable document titled T 2.2.19: PROPOSED DEVIATIONS AND QUALIFICATIONS or not. |
| **C.2.25** | **Canvassing** |
| | Add the following new Clause:<br>"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.<br><br>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders." |
| **C.2.26** | **Prohibitions** |
| | Add the following new Clause:<br>"Accept that the Employer is prohibited to award a tender to a person:<br>a. who is in the service of the state.<br>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.<br><br>"*In the service of the state*" means to be a member of: |

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| | a. any municipal council.<br>b. any provincial legislature.<br>c. the National Assembly or the National Council of Provinces.<br>d. the board of directors of any municipal entity.<br>e. an official of any municipality or municipal entity.<br>f. an employee of any national or provincial department.<br>g. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).<br>h. a member of the accounting authority of any national or provincial public entity; or<br>i. an employee of Parliament or a provincial legislature.<br><br>To give effect to the above, the questionnaire included in returnable schedule T 2.2.21: DECLARATION OF INTEREST for the declaration of interests in the tender of persons in service of state must be completed." |
| **C.2.27** | **Employers Annual Financial Statements** |
| | Add the following new Clause:<br>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.2.26), or has been in the service of the state in the previous twelve months, including:<br>a. the name of that person.<br>b. the capacity in which that person is in the service of the state; and<br>c. the amount of the award.<br><br>To give effect to the above, the questionnaire (refer to T 2.2.21: DECLARATION OF INTEREST) for the declaration of interests in the tender of persons in service of state must be completed in full and signed." |
| **C.2.28** | **Additional Conditions of Tender** |
| | Add the following new Clause:<br>The Employer may request that the Tenderers provide written evidence that his financial, employees, and other resources are adequate for carrying out the contract.<br><br>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 Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.<br><br>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.<br><br>Accept that the successful Tenderer including his/her subcontractors/consultants shall be obliged to conclude employment contracts in terms of the required legislation with their employees (including limited duration/contract employees) failing which the George Municipality reserves the right to terminate the contract. |
| **C.3** | **THE EMPLOYER'S UNDERTAKINGS** |
| **C.3.2** | **Issue Addenda** |
| | Add the following at the end of the paragraph: |

| Clause | Wording / Data |
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| | 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.<br><br>The Tenderer shall acknowledge all addenda received in returnable document T 2.2.18: RECORD OF ADDENDA TO TENDER DOCUMENTS. |
| **C.3.4** | **Opening of Tender Submissions** |
| C.3.4.2 | 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** | **Two-envelope System** |
| | A two-envelope system will not be followed. |
| **C.3.8** | **Test for Responsiveness** |
| C.3.8.1 | Replace C.3.8.1 a) to c) with the following:<br>a. meets the functionality requirements as specified in accordance with C.3.11.3 and C.3.11.4,<br>b. complies with the requirements of these Conditions of Tender,<br>c. has been properly and fully completed and signed, and<br>d. is responsive to the other requirements of the tender document. |
| C.3.8.2 | Add the following new paragraph directly after C.3.8.2 c):<br>"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:<br>a. 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.<br>b. Tenders in which information has been inserted by means of pencil or in which deletions have been affected using correction fluid/tape such as 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.<br><br>Replace the last sentence of C.3.8.2 with the following:<br>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation. |
| **C.3.8.3** | **Technical Criteria** |
| | Add the following new Clause:<br>Technical criteria for determining non-responsiveness are as follows:<br>a. A Tender shall be responsive if the Tenderer completed an authority of signatory as requested in returnable schedule T 2.2.2: CERTIFICATE OF AUTHORITY OF SIGNATORY or T 2.2.3: CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES<br>b. Tenders submitted by a partnership/ joint venture/ consortium which do not include the agreement prescribed in schedule T 2.2.6: JOINT VENTURE AGREEMENT. The agreement must clearly indicate the lead partner and the percentage split between the various joint venture partners,<br>c. 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.2.26 for further clarity and complete schedule T 2.2.21: DECLARATION OF INTEREST (MBD 4).<br>d. A Tender will be non-responsive if conflicts of interest exist which may impact on the Tenderers ability to perform the contract in the best interest of the Employer or potentially compromise the tender process, as supported by the information submitted within schedule T 2.2.25: |

| Clause | Wording / Data |
|---|---|
| | COMPULSORY ENTERPRISE QUESTIONNAIRE.<br>e. C1.1: FORM OF OFFER AND ACCEPTANCE per Category is not correctly completed and signed by an authorized person on behalf of the Tenderer shall govern the Tender non-responsive.<br>f. A Tender shall be non-responsive if the Tenderer or any of its directors/shareholders are 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;<br>g. A Tender shall be non-responsive if the Tenderer abused the Employer's Supply Chain Management System.<br>h. A Tender shall be responsive if the Tenderer complies with all the conditions of tender as stipulated in the Tender Data<br>i. A Tender shall be responsive if the Tenderer complies with the Scope of Services and conditions applicable to the service and submitted all the required documentation as stipulated in part C3: Scope of Services. |
| C.3.8.4 | Add the following new Clause:<br>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.3.8.5 | Add the following new Clause:<br>"With reference to returnable schedule T2.3.4: KEY PERSONNEL; the stated key personnel will be part of the offer.<br><br>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." |
| C.3.8.6 | Add the following new Clause:<br>Tenders will be considered non-responsive if:<br>a. The Tender does not comply with the conditions of tender listed in C.2.1, C.2.26, C.2.25, C.3.8.1, C.3.8.2, C.3.8.3 and C.3.8.4.<br>b. The Tenderer has failed to clarify or submit any supporting documentation as per Clause C.2.17 within the time frame for submission stated in the Employers written request. |
| **C.3.9** | **Arithmetical Errors, Omissions and Discrepancies** |
| C.3.9.5 | Add the following new Clause:<br>"The tenderer will be given five (5) working days, commencing on the date of notification, to confirm the tender offer as tendered or accept the corrected total of prices. Failure to do so in writing will result in the Employer rejecting the tender offer." |
| **C.3.10** | **Clarification of a Tender Offer** |
| | Delete the contents of this clause and replace with the following:<br>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. |
| **C3.11** | **Evaluation of Tender Offers** |
| C.3.11.1 | Add the following to the Clause:<br>The tender evaluation methods and associated evaluation criteria and weightings are stated within Clause C.3.11.2 to C.3.11.5. |
| C.3.11.2 | Add the following new Clause:<br>Tenderers will be evaluated in terms of the George Municipality's Supply Chain Management Policy (2026/2027). 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. |
| **C.3.11.3** | **Method of Evaluation: Functionality, Price, Preference and Specific Goals** |

| Clause | Wording / Data |
|---|---|
| | Add the following new Clause:<br>**Stage 1: Functionality**<br><br>Functionality for all responsive tenders will be scored according to Clause C.3.11.4.<br><br>Tender offers are required to obtain at least **70 out of 100 points (70%)** for Functionality in stage 1 per project. Points for functionality will be rounded to two decimals.<br><br>The Functionality evaluation will be subdivided into the following evaluation categories:<br>▪ Consultant's Practice (20 Points)<br>▪ Key Personnel (40 Points)<br>▪ Company experience (40 Points)<br><br>**The functionality will be evaluated per category. The sections for the Consultant's Practice (20 points) & key personnel (40 points) will be added to the Company Experience (40 points) per category - This will give a functionality point out of 100 for each category.**<br><br>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.<br><br>Only tender offers that achieve the minimum functionality score in stage 1 will be further evaluated in terms of Stage 2: Price, Preference and Specific Goals.<br><br>**Stage 2: Price, Preference and Specific Goals**<br><br>The price, preference and specific goals for all responsive tenders will be scored according to Clause C.3.11.5.<br><br>After scoring Stage 1: Functionality, Tenders will be given a score out of a maximum of 100 points for price, preference, and specific goals. The award of Tenderers will be done in terms of Clause C.4.6 of the Tender Data. |
| **C.3.11.4** | **Functionality** |

| Clause | Wording / Data |
|---|---|
| | Add the following new clause:<br>**Stage 1: Functionality**<br>Table below summarises the sections of the functionality and associated scoring for the functional evaluation of the tender applicable to the categories respectively. The maximum score for functionality shall be 100 points per category.<br><br>The minimum required total score for Functionality is **70 out of 100**. Tender offers that fail to score the minimum Functionality points will be rejected.<br><br>**Table T1: Summary of Functionality Points per category** |

| Section | Description | Total Maximum Points |
|---|---|---|
| 1 | Consultant's Practice | 20 |
| 2 | Key Personnel | 40 |
| 3 | Company Experience | 40 |
| **Total maximum points for functionality** | | **100** |

**Introductory notes:**

- The Tender comprises of 5 categories, covering a specific scope of works/services.
- The functionality criteria described in Table T1 is applicable to each category.
- The Tenderer can not make use of subsidiary companies, sub-consultants of external persons not employed by the tendering entity to score points, except where permitted.

**Categories:**

The categories comprising of the functionality points are described below.

- **Section 1:** Consultant's Practice
  This category covers the experience and capability of a Tenderer as entity. This includes the number of registered professionals, Quality management and the experience in years of business. This section will only be scored once, and the score will be applied to all categories for which a proposal is submitted.
- **Section 2:** Key Personnel
  This category focus on the Key personnel requirement including the Project Leader and Project Engineer. Duplication of key personnel is not permitted for point scoring purposes. Key personnel external to the Tenderer may be sourced subject to the conditions stated. This section will only be scored once, and the score will be applied to all categories for which a proposal is submitted.
- **Section 3:** Company Experience
  This category includes the experience of a Tenderer relating to projects completed. In order to score points in this category, the bidder needs to demonstrate experience with projects relating to the specific category bid for.

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 per category.

The returnable documents as referred to below and appended in PART T2: RETURNABLE DOCUMENTS have been provided for the purpose of calculating the functionality score and should be completed in full and accompanied by the requested supporting documentation.

| Clause | Wording / Data |
|---|---|

| Section | Description | Returnable Schedule |
|---|---|---|
| 1 | Consultant's Practice | T2.3.1 |
| 2 | Key Personnel | T2.3.2 |
| 3 | Company Experience | T2.3.3 |

Where the entity tendering is a joint venture, the tender must be accompanied by a statement describing exactly what aspects of services will be undertaken by each party of the joint venture.

Scoring will only apply for documentation in the name of the Tendering Entity, **information from sub-consultants and subsidiary companies will not be used for scoring points**.

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 category and the associated criteria. Failure to provide all information in this tender submission could result in the tenderer not being able to achieve the specified minimum scoring per project.

**Note: Failure to complete the returnable documents in full and accurately 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.**

The detailed criteria for each section of the functionality scores are discussed below.

**Section 1: Consultant's Practice (20 Points)**

- Number of Registered Professionals (Company CV listing the registered professionals with ECSA registration numbers who are permanently employed)
- ISO 9001 certified (Certification attached or reference number that can be referenced)
- Company experience in years (Company CV showing when it was established and projects completed)

Points will be allocated according to the following matrix:

| Description | Measure | Points |
|---|---|---|
| | | |
| Number of Registered Professionals (with valid / active) registration. | 10 or more | 10 |
| | 5 or more, but less than 10 | 7 |
| | 2 or more, but less than 5 | 5 |
| | | |
| ISO 9001 certified | Yes | 5 |
| | No | 0 |
| | | |
| Company experience in years | 10 years or more | 5 |
| | 5 years or more, but less than 10 years | 3 |
| | Up to 5 years | 2 |
| | | |
| **Total Points for the Consultant's Practice** | | **20 Points Max** |

| Clause | Wording / Data |
|---|---|

**To claim points the bidder shall:**

- Attach an updated company CV
- Attach the ISO 9001 QMS Certification proof
- Complete the table below for every professional that points are claimed for:

| Professional registered | ECSA Registered professional: Name, Surname | ECSA Registration Number | ECSA Registration Date | Registration Category | Years of experience after professional registration |
|---|---|---|---|---|---|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |

**Section 2: Key Personnel (40 Points)**

This section evaluates the experience of the key personnel required. The experience as required shall only be valid if obtained after registration as a professional with ECSA and if it is relevant to the field of Engineering registered for.

There is no need to list all the registered professionals in the firm again. Only the registered professionals listed in the table below, that will be allocated to the tender for those functions, will be evaluated should the supporting documentation be attached.

| Clause | Wording / Data |
|---|---|

Points will be allocated according to the following matrix:

| Description | Measure – Years Experience | Points |
|---|---|---|
| Professional registered Project Leader | 10 years or more | 20 |
| | 7 years or more, but less than 10 years | 15 |
| | 5 years or more, but less than 7 years | 10 |
| | Up to 5 years | 5 |
| | | |
| Professional registered Project Engineer | 10 years or more | 20 |
| | 7 years or more, but less than 10 years | 15 |
| | 5 years or more, but less than 10 years | 10 |
| | Up to 5 years | 5 |
| | | |
| **Total Points Personnel** | | **40 Points Max** |

| Professional registered | ECSA Registered professional: Name, Surname | ECSA Registration Number | ECSA Registration Date | Registration Category | Years of experience after professional registration |
|---|---|---|---|---|---|
| Project Leader | | | | | |
| Project Engineer | | | | | |

In order to claim the points, the following shall be attached for the listed registered professionals:

- ECSA certification
- Signed CV
  Unsigned CV's will not be accepted and will result in **zero points** scored for the key person(s). A key person sourced from a service provider external to the tendering entity shall sign a confirmation of intent letter, confirming their commitment to work on this tender.

**Section 3: Company Experience (40 Points)**

This section evaluate the amount of projects completed per category in the last 7 years with professional fees exceeding R300k, excl. VAT that was completed for a South African Municipality. This category will score points per category .

**Indicate with an "X" the category/categories of services for which are tendered (more than one category may be selected).**

| | |
|---|---|
| Category A: Construction type project & related works | |
| Category B: Energy related projects | |
| Category C: Studies & related works | |
| Category D: Structural Engineering | |
| Category E: Other | |

<table>
<tr><th>Clause</th><th>Wording / Data</th></tr>
<tr><td></td><td>
Point will be allocated as follows per category according to the following matrix:
<table>
<tr><th>Description</th><th>Measure</th><th>Points</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>Completed projects in a category covering a scope including multiple sub-categories</td><td>More than 5</td><td>40</td></tr>
<tr><td></td><td>5</td><td>30</td></tr>
<tr><td></td><td>4</td><td>20</td></tr>
<tr><td></td><td>3</td><td>10</td></tr>
<tr><td></td><td>1</td><td>5</td></tr>
<tr><td>Or</td><td></td><td></td></tr>
<tr><td>Completed projects in a category covering a scope including a single sub-category</td><td>More than 5</td><td>20</td></tr>
<tr><td></td><td>5</td><td>10</td></tr>
<tr><td></td><td>4</td><td>5</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>Total Points for Company Experience</td><td></td><td>40 Points Max</td></tr>
</table>
Projects completed shall only qualify for points if they comply with the following:
<ul>
<li>The project is completed within the last 7 years</li>
<li>The project scope is included in one of the categories tendered for.</li>
<li>The professional fees for the project exceeded R300 000 excl. VAT or the project value exceeded R3 000 000.00 excl. VAT</li>
<li>A reference letter in the approved format shall be included in the tender submission, signed by the client. One reference letter per project that claims points.</li>
<li>The project should have been done for a South African Municipality.</li>
</ul>
</td></tr>
<tr><td>C.3.11.5</td><td>Price, Preference and Specific Goals</td></tr>
<tr><td></td><td>
Add the following new Clause:<br><br>
<u>Stage 2: Price, Preference and Specific Goals</u><br><br>
In terms of paragraph 6(1) of the George Municipality’s Preferential Procurement Policy 2026/27 financial year is anticipated that the tender offers will amount to a Rand value equal to or below R 50 000 000.00 (all applicable taxes included) per Category.<br><br>
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 and specific goals per project.<br><br>
The following formula shall be used to calculate the points for price in respect of tenders with a Rand value equal to or below R 50 000 000.00 (all applicable taxes included):<br>
$$P_s = 80\,[1 - \frac{P_t - P_{min}}{P_{min}}]$$
Where:<br>
$P_s$ = Points scored for price of tender under consideration;<br>
$P_t$ = Price of tender under consideration; and<br>
$P_{min}$ = Price of lowest acceptable tender.
</td></tr>
</table>

| Clause | Wording / Data |
|---|---|

The table below summarises the weighted scoring for the price, preference, and specified goals in the evaluation of tenders. The maximum score shall be 100, distributed as follows per project:

| No. | Item | Weight |
|---|---|---|
| **2** | **Stage 2 of Evaluation – Price, Preference and Specific Goals** | |
| 2.1 | Preference and Specific Goals | 20 |
| 2.2 | Price | 80 |
| | **Total Points (maximum)** | **100** |

The points scored for preference and specific goals will be added to the points for price and rounded off to the nearest two decimal places, to obtain the total points for stage 2 per project.

Preference points will be awarded for attaining the B-BBEE status level of contribution in accordance with the below table:

| B-BBEE Status Level of Contributor | Number of Points (80/20 system) |
|---|---|
| 1 | 10 |
| 2 | 9 |
| 3 | 7 |
| 4 | 6 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contribution | 0 |

Points for specified goals shall be scored in respect of Regulation 3(2) of the Preferential Procurement Regulations, 2022.

A maximum of 50% of 20 points (80/20 preference points system) will be allocated for specific goals per project.

The specific goal to promote economic development for this tender is: **By promotion of enterprises located in the local area.**

50% of the 20 preference points will be allocated to promote the specified goal and points will be allocated in terms of the B-BBEE scorecard as follows:

| **PROMOTION OF ENTERPRISES LOCATED IN THE LOCAL AREA** | |
|---|---|
| **Local area of Supplier** | **Number of Points for Preference** |
| | **80/20** |
| Within the boundaries of the George Municipality | 10 |
| Within the boundaries of the Garden Route District | 6 |
| Within the boundaries of the Western Cape | 4 |

<table>
<tr><th>Clause</th><th>Wording / Data</th></tr>
<tr><td></td><td>
<table>
<tr><td>Outside the boundaries of the Western Cape</td><td>2</td></tr>
</table>
<br>Tenderers are to complete and attached proof to score points to the following returnable documents:
<table>
<tr><th>Returnable Document</th><th>Returnable Document to be Completed</th><th>Supporting Documentation</th></tr>
<tr><td>T 2.2.13: Proof of Payment of Municipal Rates and Taxes</td><td>N/A</td><td>Attach proof of municipal account, lease agreement or affidavit from property owner. Also refer to clause C.2.19.</td></tr>
<tr><td>T 2.2.15: B-BBEE Certificate</td><td>N/A</td><td>Attach proof of a B-BBEE status level contributor</td></tr>
<tr><td>T 2.2.16: Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022</td><td>Yes</td><td>Attached to T 2.2.13 and T 2.2.15</td></tr>
</table>
<br>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 <u>consolidated B-BBEE</u> scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.<br><br>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.<br><br>Failure to comply with these requirements shall result in the Tenderer being allocated zero Preference Points.”<br><br>If the price offered by a Tenderer is not market related, the Employer reserves the right to perform a risk analysis in respect of the reasonableness of the price and thereby reserves the right not to award the contract to the specific Tenderer if in the opinion of the Employer the financial risk is too high.<br><br><u>The Scoring of Unincorporated Joint Ventures:</u><br>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, a consolidated verification certificate must be submitted. A consolidated verification certificate will consolidate compliance data in respect of all the elements in the construction scorecard of the parties entering, into an unincorporated joint venture on a single verification certificate as if those measured entities were a single measured entity.</td></tr>
<tr><td>C.3.12</td><td>Insurance Provided by the Employer</td></tr>
<tr><td></td><td>No insurances will be provided by the Employer.</td></tr>
<tr><td>C.3.13</td><td>Acceptance of Tender Offer</td></tr>
<tr><td></td><td><u>Delete the first sentence of Clause C.3.13 and replace with the following:</u><br>“Accept the tender offer, if in the opinion of the Employer, it does not present any material risk and only if the tenderer:”<br><br><u>Delete C.3.13 a) as a whole and replace with the following:</u><br>“a. is not under restrictions, has any principals who are under restrictions, or is not currently a</td></tr>
</table>

| Clause | Wording / Data |
|---|---|
| | supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,"<br><br>Add the following to the end of Clause C.3.13:<br>"In addition to the requirements listed in Clause C.3.13, a tender will only be accepted for evaluation if:<br>a. 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.<br>b. the tenderer has not:<br>i. abused the Employer's Supply Chain Management System or<br>ii. failed to perform on any previous contract and has been given a written notice to this effect.<br>c. The tenders do not contain any one or more of the errors or omissions, or tenders have complied with all of the pre-emptory tender conditions as detailed in this tender document."<br><br>If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).<br><br>**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.** |
| C.3.13.1 | Add the following new Clause:<br>Tender offers will only be accepted if:<br>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;<br>b. the tender offer is signed by a person authorized to sign on behalf of the Tenderer.<br>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.<br>d. the Tenderer has submitted certified copies of the directors, owners, and shareholders' identity documents with the tender offer.<br>e. the Tenderer is not in arrears for more than 90 days with municipal rates and taxes and services charges. |
| **C.3.16** | **Registration of Award** |
| | Replace the above heading above with: **Publication of Submissions Received and the Award of Contracts**<br><br>Delete the contents of the clause and replace with the following:<br>a. The contract number, contract title, brief description of the goods, services or works, the total of prices (if practical), the names of successful tenderers and their B-BBEE status level of contribution, duration of the contract and brand names (if applicable) will be published on the National Treasury e-tender portal within 7 working days on the award of a contract. |
| **C.3.17** | **Provide Copies of the Contract** |
| | The number of paper copies of the signed contract to be provided by the employer is **zero**.<br><br>The Employer will provide the signed contract in electronic format. |
| **C.4** | **ADDITIONAL CONDITIONS OF TENDER** |
| **C.4.1** | **Negotiations with Preferred Tenderers** |

| Clause | Wording / Data |
|---|---|
| | 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:<br>a. does not allow any preferred tenderer a second or unfair opportunity;<br>b. is not to the detriment of any other tenderer; and<br>c. does not lead to a higher price than the tender as submitted.<br><br>The Accounting Officer or his delegate may negotiate for market related prices, if all else fail this may lead to cancelation of the bid.<br><br>Minutes of any such negotiations shall be kept for record purposes and a member of Supply Chain Management unit must be present at such negotiations.<br><br>If negotiations fail to result in acceptable contract terms, the Accounting Officer, or the person authorised in terms of Clause 23 of the Supply Chain Management Policy 2026/27, may terminate the negotiations and invite the next ranked bidder(s) for negotiations. The original preferred bidder(s) should be informed of the reasons for termination of the negotiations. Once negotiations have been terminated, they may not be re-opened. If negotiations eventually fail with the tenderer scoring the third highest points, the tender must be cancelled. |
| **C.4.2** | **Unreasonable or Out of Proportion Rates** |
| | Not applicable to this tender. |
| **C.4.3** | **Claims Arising after Submission of Tender** |
| | No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the Tender Data and Procedures, Contract Data, Scope of Services, and Pricing data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have checked the tender documents in terms of Clause C.2.3:<br><br>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer'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. |
| **C.4.4** | **Miscellaneous Special Conditions of Tender** |
| | In accordance with the Employers' Supply Chain Management Policy, the following special conditions of tender apply:<br>a. Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered.<br>b. When comparative prices must be calculated, any discounts which have been offered unconditionally will be taken into account.<br>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.<br>d. Points scored will be rounded off to the nearest 2 decimal places.<br>e. In the event of two or more tenders scoring equal total points, the successful tender will be the one scoring the highest number of points for B-BBEE and specific goals.<br>f. When functionality is part of the evaluation process and two or more tenders have scored equal points including equal points for B-BBEE and specific goals, the successful tender will be the one scoring the highest score for functionality.<br>g. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots. |
| **C.4.5** | **Subcontracting/Consulting** |

<table>
<tr><th>Clause</th><th>Wording / Data</th></tr>
<tr><td></td><td>Subcontracting after the award of the tender shall be in line with the CIDB prescripts.</td></tr>
<tr><td>C.4.6</td><td>Establishment of the Project Panel</td></tr>
<tr><td></td><td>Establishment<br>The successful Tenderers per category shall be assigned to the various category upon conclusion of the evaluation of this Tender, to create/establish a panel of consultant’s per category.<br><br>Panel Size<br>The maximum panel size per project are as follows:
<table>
<tr><td>Category A: Construction type project & related works</td><td>10</td></tr>
<tr><td>Category B: Energy related projects</td><td>5</td></tr>
<tr><td>Category C: Studies & related works</td><td>5</td></tr>
<tr><td>Category D: Structural Engineering</td><td>3</td></tr>
<tr><td>Category E: Other</td><td>3</td></tr>
</table></td></tr>
<tr><td>C.4.7</td><td>Procedure for Award of Work Package(s)</td></tr>
<tr><td></td><td>Successful bidders will be considered for appointment per project, as and when projects and budgets are approved over the said period. George Municipality reserves the right to appoint single or multiple consultants on the Consultant Panel per category as defined.<br><br>The Employers objective with this tender are:<br><br>To establish a panel of professional engineering companies specialising in various fields.<br><br>Once the panel has been established per category, the work will be allocated according to the following procedure:<br><br>▪ Once the project has been identified and the budget is available the municipality will determine a scope of work.<br>▪ The project will be matched as accurately as possible to the detailed scope of works in this tender documentation work type and the relevant panel appointment for that Category shall be used.<br>▪ The scope of work will be sent to the complete panel for that category for an accurate price for the project based on tender rates.<br>▪ For quotation purposes, and in order to compare the quotations received on the same basis, no influencing factors may be applied to the quotation. This includes all duplication or complexity factors. To make this more clear only the standard ECSA fee tables can be applied which includes the primary and secondary fee and no factors could be applied to this calculation.<br>▪ The municipality reserves the right not to request quotes from a firm on the panel in the following circumstances:<br>o There be a change in the company certification status, registration or similar submitted with the tender.<br>o There be a dispute with the firm.<br>o Any letter of non-performance issued to the firm.<br>o More than 2 sequential bad performance evaluations during the last 3 months prior to the request for quotation.<br>▪ The evaluation will be done per project according to the latest preferential procurement policy as per the details submitted with the tender. The bidder with the highest points will be instructed to proceed with the project.<br>▪ Any influencing factors, such as duplication factors for work that is repeating from another project, will be finalised with the service provider after the allocation of the work.<br>▪ Should the municipality have a project which was started by a specific consulting engineer the municipality may instruct the same consulting engineer to proceed with the project to eliminate repetition, double works and to ensure continuity, subjected to this same consulting engineer/firm be appointed on a panel or any category and the rates as per tender be applied.</td></tr>
</table>

| Clause | Wording / Data |
|---|---|
| | ▪ Should there be a private development or project that trigger upgrades to the Municipal network, the Municipality may instruct the same consulting engineer to proceed with the project to eliminate repetition, double works and to ensure continuity, subjected to this same consulting engineer/firm be appointed on a panel or any category and the rates as per tender be applied.<br><br>Criteria for breaking deadlock in scoring during the quotation process:<br><br>▪ Step1: If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.<br>▪ Step 2: If two or more tenderers score an equal total number of points, the objective criteria in addition to those contemplated above, shall be the bidder that scored the highest functionality points.<br>▪ If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.<br><br>Where key personnel from the original tender submission have changed, the key personnel shall be replaced with similar or better personnel. The quote shall include the CV's, qualifications, and professional registrations if applicable of the replacement personnel for review and assessment by the employer. |

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTRICAL ENGINEERING SERVICES**

**TENDER NUMBER: GMT008/26-27**

**TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**

# THE TENDER

## PART T2: RETURNABLE DOCUMENTS

**CONTENTS**


| Number | Heading | Page |
|---|---|---|
| T2.1 | List of Returnable Documents | 37 |
| T2.2 | Returnable Documents (General) | 40 |
| T2.3 | Returnable Documents (Functionality) | 96 |


**Note:**

**Although the documents under Part T2 is headed "Returnable Documents" in line with the CIDB model, these are not the only documents to be returned. The returnable documents including those additional supporting documents, affidavits, certificates etc. are required to meet the stated eligibility criteria, minimum criteria, and functionality criteria.**

**Failure to submit the necessary documentation as required will result in the tenderer not scoring adequate points for functionality or not complying with the minimum and/or eligibility criteria which may result in the Tenderer being declared non-responsive.**

# T2.1: LIST OF RETURNABLE DOCUMENTS

This entire tender document (volume 1) is considered a returnable document, and therefore each Tenderer is required to complete and return the tender documents issued.

The returnable documents included in Part T2.2 and T2.3 are to be completed in full and undersigned where required and returned together with the associated supporting documents, as they constitute part of the tender document.

Whilst many of the documents 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 below list.

Tenderers must complete these schedules in **black ink** and may not use any correction fluid/tape. Refer to Clause C.2.11 Alteration to Documents.

Refer to Part T1.2: Tender Data for returnable documents that must be submitted for each joint venture partner/member.

| **1. RETURNABLE DOCUMENTS 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** | | | **Page** |
|---|---|---|---|
| T 2.2.1 | Service Providers Information | Tick if completed, submitted, and complied with. | 41 |
| T 2.2.2 | Certificate of Authority of Signatory | Tick if completed, submitted, and complied with. | 44 |
| T 2.2.3 | Certificate of Authority of Signatory for Joint Ventures | Tick if completed, submitted, and complied with. | 47 |
| T 2.2.4 | Status of Concern Submitting Tender | Tick if completed, submitted, and complied with. | 48 |
| T 2.2.5 | Business Registration Documents | Tick if completed, submitted, and complied with. | 50 |
| T 2.2.6 | Joint Venture Agreement (If Applicable) | Tick if completed, submitted, and complied with. | 51 |
| T 2.2.7 | Three (3) Year Audited Financial Statements (applicable to contracts in excess of R10 million) | Tick if completed, submitted, and complied with. | 52 |
| T 2.2.8 | Company Information (if Tender is greater than R10 million) | Tick if completed, submitted, and complied with. | 53 |
| T 2.2.9 | Financial References | Tick if completed, submitted, and complied with. | 54 |
| T 2.2.10 | Central Supplier Database Registration | Tick if completed, submitted, and complied with. | 55 |
| T 2.2.11 | VAT Registration Certificate | Tick if completed, submitted, and complied with. | 56 |
| T 2.2.12 | Tax Clearance Certificate | Tick if completed, submitted, and complied with. | 57 |
| T 2.2.13 | Proof of Payment of Municipal Rates and Taxes | Tick if completed, submitted, and complied with. | 58 |
| T 2.2.14 | Certificate for Municipal Services | Tick if completed, submitted, and complied with. | 59 |
| T 2.2.15 | Broad Based Black Economic Empowerment (B-BBEE) Certificate | Tick if completed, submitted, and complied with. | 60 |

| 1. RETURNABLE DOCUMENTS 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 | | | Page |
|---|---|---|---|
| T 2.2.16 | Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 | Tick if completed, submitted, and complied with. | 61 |
| T 2.2.17 | Certificate of Attendance of the Compulsory Clarification Meeting | Tick if completed, submitted, and complied with. | 68 |
| T 2.2.18 | Record of Addenda to Tender Documents | Tick if completed, submitted, and complied with. | 69 |
| T 2.2.19 | Proposed Deviations and Qualifications | Tick if completed, submitted, and complied with. | 70 |
| T 2.2.20 | Bid for the requirements of the George Municipality (MDB 1) | Tick if completed, submitted, and complied with. | 71 |
| T 2.2.21 | Declaration of Interest (MBD 4) | Tick if completed, submitted, and complied with. | 73 |
| T 2.2.22 | A Statement Indication Whether Any Portion of the Goods or Services are Expected to be Sourced from Outside the Republic of South Africa | Tick if completed, submitted, and complied with. | 77 |
| T 2.2.23 | Declaration of Tenderers Past Supply Chain Management Practices (MBD 8) | Tick if completed, submitted, and complied with. | 78 |
| T 2.2.24 | Certificate of Independent Bid Determination (MBD 9) | Tick if completed, submitted, and complied with. | 81 |
| T 2.2.25 | Compulsory Enterprise Questionnaire | Tick if completed, submitted, and complied with. | 83 |
| T 2.2.26 | Declaration in Terms of The MFMA (No 56 of 2003) In Terms of Municipal Rates and Services | Tick if completed, submitted, and complied with. | 84 |
| T 2.2.27 | Undisputed Commitments Certification | Tick if completed, submitted, and complied with. | 85 |
| T 2.2.28 | Authorisation for the Deduction of Outstanding Amounts owed to the George Municipality | Tick if completed, submitted, and complied with. | 86 |
| T 2.2.29 | Declaration Concerning Fulfilment of The Construction Regulations, 2014 | Tick if completed, submitted, and complied with. | 87 |
| T 2.2.30 | Declaration in respect of Compliance with Labour Legislation | Tick if completed, submitted, and complied with. | 89 |
| T 2.2.31 | Proof of Payment of Unemployment Insurance Fund (UIF) | Tick if completed, submitted, and complied with. | 90 |
| T 2.2.32 | Proposed Subcontractors and Specialists | Tick if completed, submitted, and complied with. | 91 |
| T 2.2.33 | Software Compatibility | Tick if completed, submitted, and complied with. | 92 |
| T 2.2.34 | 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 2.2.35 | 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 2.2.36 | Proof of Insurance | Tick if completed, submitted, and complied with. | 95 |

| 2. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion) – Failure to complete these applicable schedules and not provide the requested supporting documentation will result in the tender offer not scoring adequate functionality points and may be deemed non-responsive | | | Page |
|---|---|---|---|
| T 2.3.1 | Consultant's Practice | Tick if completed, submitted, and complied with. | 97 |
| T 2.3.2 | Company Experience | Tick if completed, submitted, and complied with. | 99 |
| T 2.3.3 | Key Personnel | Tick if completed, submitted, and complied with. | 109 |

| 3. RETURNABLE DOCUMENTS REQUIRED THAT WILL BE INCORPORATED INTO THE CONTRACT (Included hereafter for completion) – Failure to complete these applicable schedules and not provide the requested supporting documentation will result in the tender offer not scoring adequate functionality points and may be deemed non-responsive | | | Page |
|---|---|---|---|
| C 1.1 | Form of Offer and Acceptance | Tick if completed, submitted, and complied with. | 110-129 |
| C 1.2 | Contract Data (Part 1 and 2) | Tick if completed, submitted, and complied with. | 130-141 |
| C 2.1 | Pricing Instructions | Tick if completed, submitted, and complied with. | 144 |
| C 2.2 | Schedule of Rates | Tick if completed, submitted, and complied with. | 147 |
| C 2.3 | Summary Page of the Schedule of Rates | Tick if completed, submitted, and complied with. | 153 |
| T 2.2.6 | Joint Venture (JV) Agreement (if applicable) | Tick if completed, submitted, and complied with. | 51 |
| T 2.2.19 | Record of Addenda to Tender Documents | Tick if completed, submitted, and complied with. | 69 |
| T 2.2.20 | Proposed Deviations and Qualifications | Tick if completed, submitted, and complied with. | 70 |
| T 2.2.29 | Authorisation for the Deduction of Outstanding Amounts owed to the George Municipality | Tick if completed, submitted, and complied with. | 86 |
| T 2.3.4 | Key Personnel | Tick if completed, submitted, and complied with. | 99 |

# T2.2 : RETURNABLE DOCUMENTS (GENERAL)

## T 2.2.1 : SERVICE PROVIDERS INFORMATION

Complete as fully as possible, where applicable

**Part One**

1. Company Name
2. Physical Address

Postal Code

E-mail Address

3. Website
4. Physical Address (Local Area)

Postal Code

5. Contact Person

Telephone Number

Cell Phone Number

E-mail Address

6. Sector (e.g. Construction)
7. Nature of Business (e.g. Plumbing)
8. Registered as:

| | | |
|---|---|---|
| Close Corporation | Pty Ltd Company | Co-operative |
| Sole Trader | Ltd Company | Partnership |

Registration Number (if applicable)

VAT Registration Number (if applicable, attach copy to T2.2.11)

Rates Registration Number (Local Municipality)

9. Annual Sales/Turnover (since Previous Financial Year)

| Year | Amount |
|---|---|
| | |
| | |
| | |

10. Total Assets (since Previous Financial Year)

| Year | Amount |
|---|---|
| | |
| | |
| | |

11. Current Contracts with Council

| Contract Number | Contract value (including VAT) | Status |
|---|---|---|
| | | |
| | | |
| | | |

12. Name and Address of Auditors/Accounting Officers

Company Name

Physical Address

Postal Code

13. Initials and Surname (1)

Qualification

Initials and Surname (2)

Qualification

Initials and Surname (3)

Qualification

Initials and Surname (4)

Qualification

Initials and Surname (5)

Qualification

**Part Two**

1. Names and Numbers of Directors/Partners/Members - % Holding

| Initials | Surname | ID Number | % Holding |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

13. Date your business started its current type of business

| Day | | Month | | Year | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

*Definition of historically disadvantaged individual (HDI) means a South African citizen, who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the constitution of the republic of South Africa, 1983 (act no 110 of 1983) or the constitution of the republic of South Africa, 1993 (act no 200 of 1993) ("the interim constitution") and/or

- Who is a female; and/or
- Who has a disability.

Provided that a person who obtained South African citizenship on or after the coming into effect of the interim constitution, is deemed not to be an HDI.

14. Bank Reference (To be used to obtain a bank rating for this tender)

| | |
|---|---|
| Bank Name | |
| Branch Code | |
| Account Name | |
| Account Number | |
| Account Type | |

*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 ……

## T 2.2.2 : CERTIFICATE OF 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<br>Company | B<br>Partnership | C<br>Joint Venture | D<br>Sole Proprietor | E<br>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

**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 ……

## T 2.2.3 : CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES

**This returnable schedule is to be completed by joint ventures only.**

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:<br>Name: .....<br>Designation: ..... |
| | | Signature: .....<br>Name: .....<br>Designation: ..... |
| | | Signature: .....<br>Name: .....<br>Designation: ..... |

**NOTE:** A copy of the Joint Venture Agreement clearly showing the **percentage contribution of each partner** to the Joint Venture shall be appended to returnable schedule T2.2.6.

*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 ……

## T 2.2.4 : STATUS OF CONCERN SUBMITTING TENDER

### 1. 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 with an x)

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

### 2. Information to be Provided and appended to returnable schedule T2.2.5

| No | If the Tendering Entity is a: | Documentation to be submitted with the tender |
|---|---|---|
| 1 | Closed Corporation, 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 | Private Company incorporated with share capital, under the companies Act, 1973, Act 61of 1973. (including Companies incorporated under Art 53 (b)). | Copies of:<br>a) CIPC CM 1 - Certificate of Incorporation<br>b) CIPC CM 29 – Contents of Register of Directors, Auditors and Officers<br>c) Shareholders Certificates of all Members of the Company. |
| 3 | Private Company incorporated with share capital, under the companies Act, 1973, Act 61of 1973 in which any, or all, shares are held by another 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:<br>a) Such Sole Proprietary, or<br>b) Each of the Partners in the Partnership<br>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). |

| No | If the Tendering Entity is a: | Documentation to be submitted with the tender |
|---|---|---|
| 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: .....

## T 2.2.5 : BUSINESS REGISTRATION DOCUMENTS

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 to this returnable schedule and bidders tax clearance certificate to returnable schedule T2.2.12.

## T 2.2.6 : JOINT VENTURE AGREEMENT (IF APPLICABLE)

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

## T 2.2.7 : THREE (3) YEAR AUDITED FINANCIAL STATEMENTS

In terms of Clause 20(7) of the Supply Chain Management Policy 2026/2027 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 submitted.

## T 2.2.8 : 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 and append to returnable schedule T2.2.7.

(tick applicable box)

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

(Tick applicable 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?

(Tick applicable box)

If so, state particulars

| YES | | NO | |
|---|---|---|---|

.....

(2) Have any contracts been awarded to the tenderer by an organ of state during the past five years?

(Tick applicable box)

If so, state particulars

| YES | | NO | |
|---|---|---|---|

.....

(3) Has there been any material non-compliance or dispute concerning the execution of such contract?

(Tick applicable box)

If so, state particulars

| YES | | NO | |
|---|---|---|---|

.....

(4) Is any portion of the goods or services expected to be sourced out from outside the Republic?

(Tick applicable box)

| YES | | NO | |
|---|---|---|---|

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 ……

## T 2.2.9 : 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 be attached to this form.

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

*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 ……

## T 2.2.10 : CENTRAL SUPPLIER DATABASE REGISTRATION

Registration on the electronic Central Supplier 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 for self-registering.

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

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.

## T 2.2.11 : 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.

## T 2.2.12: TAX CLEARANCE CERTIFICATE

In terms of Clause 13(1) and (3) of the Municipal Supply Chain Management Policy (2026/27), Tenderers must ensure that they are up to date with the 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 bidders 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 furbish 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
6. Applications for a Tax Compliance Status PIN can be made at any SARS branch office nationally, on the website, 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 (1) | …… |
| Tax Compliance Status PIN (2) | …… |
| Tax Compliance Status PIN (3) | …… |
| Tax Compliance Status PIN (4) | …… |

| T 2.2.13: | PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES |
|---|---|

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) of the George Municipality Supply Chain Management Policy (2026/27).

In terms of Clause 13(3)(d) of the George Municipality Supply Chain Management Policy (2026/27) no bid will be awarded to any bidder 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.

Where a bidder rent their premises, proof must be submitted of the rental agreement.

**Please note**: Should the Tenderer intend claiming points for specific goals, points will only be awarded if the proof of payment is attached.

## T 2.2.14 : CERTIFICATE FOR MUNICIPAL SERVICES

The Tenderer is required to complete the information required in this returnable schedule in terms of the George Municipality's Supply Chain Management Policy (2026/27) Clause 20(7)(b).

**Tender Number: GMT008/26-27**

**Name of the Bidder: _____**

**DETAILS OF THE BIDDER/S: 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 this returnable schedule.

| 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 if overdue for more than 30 days.

_____
Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 20___

**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 this returnable schedule.

## T 2.2.15 : BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) CERTIFICATE

The Tenderer must attach to this page a copy of a valid B-BBEE certificate from a Verification Agency.

1. Valuation of preference points is based on Tenderers scorecards in accordance with the Construction Sector Codes of Practice Promulgated in Gazette 32305 on 05 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).
3. Tenderers shall therefore submit their company's scorecard by attaching to this page a valid 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 twelve months prior to the tender closing date.

In the event of a joint venture, a **consolidated B-BBEE** verification certificate must be submitted for the JV or a score of zero points will be applied.

**T 2.2.16 : PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

---

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

**1.2 To be completed by the organ of state**

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

1.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price;
(b) BBBEE; and
(c) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **BBBEE** | 10 |
| **SPECIFIC GOALS** | 10 |
| **Total points for PRICE and SPECIFIC GOALS** | **100** |

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

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

## 2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of

bid invitation, and includes all applicable taxes;

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

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

**2.**

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

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

**3.**

### 3.2.1. POINTS AWARDED FOR PRICE

**4.**

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

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

### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points for Preference (80/20) | Number of Points for Preference (90/10) |
|---|---|---|
| 1 | 10 | 5 |
| 2 | 9 | 4.5 |
| 3 | 7 | 3 |
| 4 | 6 | 2.5 |
| 5 | 4 | 2 |
| 6 | 3 | 1.5 |
| 7 | 2 | 1 |
| 8 | 1 | 0.5 |
| Non-compliant contributor | 0 | 0 |

**Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.**

### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

| Locality of Tenderer's Office | Number of points (80/20 system) | Number of points (90/10 system) |
|---|---|---|
| Within the boundaries of George Municipality | 10 | 5 |
| Within the boundaries of the Garden Route District Municipality | 6 | 3 |
| Within the borders of the Western Cape | 4 | 2 |
| Outside the borders of the Western Cape | 2 | 1 |

**Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) with the tender document. Failure to attach proof will result in no points awarded for Specific Goals.**

**George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local STAFFED / MANNED AND OPERATIONAL office within the George Municipal area.**

**The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local staffed and operational office will be assessed in its actual substance and not by only accepting the legal documentation.)**

**The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).**

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
5.

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

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

**5. BID DECLARATION**

Tenderers who claim points in respect of BBBEE must complete the following:

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

| | |
|---|---|
| 5.1. | **Contribution to BBBEE: ..... = .....……(maximum of 5 or 10 points)** |

6. (Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-BBEE status level of contributor.**)

**LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

| | |
|---|---|
| 5.2. | **Contribution to specific Goals: ..... = .....……(maximum of 5 or 10 points)** |

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.)**

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm…….

5.4. Company registration number: ……...

5.5. TYPE OF COMPANY/ FIRM

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

☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

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

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 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
   (a) disqualify the person from the tendering process;
   (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
   (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
   (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
   (e) forward the matter for criminal prosecution, if deemed necessary.

| |
|---|
| ……<br>SIGNATURE(S) OF TENDERER(S) |
| SURNAME AND NAME: …… |
| DATE: …… |
| ADDRESS: …… |

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

| | |
|---|---|
| **Full name & Surname** | |
| **Identity number** | |

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 (Select one) of the following enterprise and am duly authorised to act on its behalf:

| | | | |
|---|---|---|---|
| **Enterprise Name:** | | | |
| **Trading Name (If Applicable):** | | | |
| **Registration Number:** | | | |
| **Physical address:** | | | |
| **Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):** | | | |
| **Nature of Business:** | **BEP** (Built Environment Professional) | **Contractor** | **Supplier** |
| **Definition of "Black People"** | As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;" | | |
| **Definition of "Black Designated Groups"** | "Black Designated Groups means:<br>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;<br>(d) Black people living in rural and under developed areas;<br>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" | | |

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
   - The Enterprise is _____ % Black Owned
   - The Enterprise is _____ % Black Female Owned

- The Enterprise is _____ % owned by Black Designated Group Owned (provide Black Designated Group Breakdown below as per the definition in the table above):

    - Black Youth % = _____ %
    - Black Disabled % = _____ %
    - Black Unemployed % = _____ %
    - Black People living in Rural areas % = _____ %
    - Black Military Veterans % = _____ %

- Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____, the annual Total Revenue was less than the amount confirmed by ticking the applicable box below.

| | | |
|---|---|---|
| BEP | R1.8 million | |
| Contractor | R3.0 million | |
| Supplier | R3.0 million | |

*If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.*

| | | |
|---|---|---|
| 100% Black Owned | **Level One** (135% B-BBEE procurement recognition level) | |
| At least 51% Black Owned | **Level Two** (125% B-BBEE procurement recognition level) | |
| At least 30% Black Owned | **Level Four** (100% B-BBEE procurement recognition level) | |
| Less than 51% Black Owned | **Level Five** (80% B-BBEE procurement recognition level) | |

4. 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.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent signature: _____

Date: _____

Commissioner of Oath: Signature and Stamp

Date:

## T 2.2.17 : CERTIFICATE OF ATTENDANCE OF THE 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:

Name: ……..……..……..

Signature: ……..

Capacity: ……..

Name: ……..

Signature: ……..

Capacity: ……..

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

Name: Mr D Greeff

Capacity: Deputy Director, Electrical Engineering Services: Planning and PMU

Signature: ……..

## T 2.2.18 : RECORD OF ADDENDA TO TENDER DOCUMENTS

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

| No | Date | Title or Details |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |
| 15. | | |

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 ……

## T 2.2.19 : PROPOSED DEVIATIONS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause C.3.8 of the Tender Data (T1.2) 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 | PROPOSED DEVIATION OR QUALIFICATION |
|---|---|---|
| | | |
| | | |
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| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |

Number of sheets/pages attached by the Tenderer to this Schedule: .....

*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 ……

## T 2.2.20 : BID FOR THE REQUIREMENTS OF THE GEORGE MUNICIPALITY (MBD 1)

| PART A: INVITATION TO BID | | | | | |
|---|---|---|---|---|---|
| TCS Pin: | | | CSD No: | | |
| B-BBEE Status Level Verification Certificate [Tick Applicable Box] | Yes | | B-BBEE Status Level | | |
| | No | | Sworn Affidavit | | |
| **[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]** | | | | | |
| Are you the Accredited Representative in South Africa for the Goods / Services / Works Offered? (If Yes, enclose proof) | Yes | | Are you a Foreign Based Supplier for the Goods/ Services/Works Offered? (If Yes, answer Part B) | Yes | |
| | No | | | No | |
| Signature of Bidder | | | Date | | |

| 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.<br>1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**<br>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.<br>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.<br>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.<br>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.<br>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.<br>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.<br>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)** | | | |
|---|---|---|---|
| **No** | **QUESTION** | **RESPONSE** | |
| | | **YES** | **NO** |
| 3.1 | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | |
| 3.2 | DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | |
| 3.3 | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | |
| 3.4 | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | |
| 3.5 | 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.**

*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 ……

## T 2.2.21 : DECLARATION OF INTEREST (MBD 4)

| | |
|---|---|
| 1. | No bid will be accepted from persons in the service of the state*. |
| 2. | Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority. |
| 3. | In order to give effect to the above, the following questionnaire must be completed and submitted with the bid. |
| 3.1 | Full Name of bidder or his / her representative:<br>…….. |
| 3.2 | Identity number: …… |
| 3.3 | Position occupied in the Company (director, trustee, shareholder²):<br>…….. |
| 3.4 | Company Registration Number: …… |
| 3.5 | Tax Reference Number: …….. |
| 3.6 | VAT Registration Number: …….. |
| 3.7 | The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below. |

| No | Question | Answer (tick applicable box) |
|---|---|---|
| 3.8 | Are you presently in the service of the state?* | |
| 3.8.1 | If yes, furnish the following particulars:<br>Name of person / director / trustee / shareholder member:<br>…….. | **YES** |
| | Name of state institution at which you or the person connected to the bidder is employed:<br>……..<br>Position occupied in the state institution:<br>……..<br>Any other particulars: ……<br>…….. | **NO** |
| 3.9 | Have you been in the service of the state for the past twelve months? | **YES** |
| 3.9.1 | If so, furnish particulars.<br>……..<br>…….. | **NO** |

| | | |
|---|---|---|
| 3.10<br><br>3.10.1 | 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?<br><br>If yes, furnish the following particulars:<br><br>Name of person: …….<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br><br>……..<br><br>Position occupied in the state institution:<br><br>……..<br><br>Any other particulars: …….<br><br>…….. | **YES**<br><br>**NO** |
| 3.11<br><br>3.11.1 | 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?<br><br>If yes, furnish the following particulars:<br><br>Name of person: …….<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br><br>……..<br><br>Position occupied in the state institution: ……<br><br>Any other particulars: …….<br><br>……..... | **YES**<br><br>**NO** |
| 3.12<br><br>3.12.1 | Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?<br><br>If yes, furnish the following particulars:<br><br>Name of person / director / trustee / shareholder / member:<br><br>……<br><br>Name of state institution at which you or the person connected to the bidder is employed:<br><br>……..<br><br>Position occupied in the state institution: ……<br><br>Any other particulars: …….<br><br>……..…….. | **YES**<br><br>**NO** |

| | | |
|---|---|---|
| 3.13<br><br>3.13.1 | Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?<br><br>If yes, furnish the following particulars:<br><br>Name of person / director / trustee / shareholder / member:<br><br>…… | **YES** |
| | Name of state institution at which you or the person connected to the bidder is employed:<br><br>……..<br><br>Position occupied in the state institution: ……<br><br>Any other particulars: ……..<br><br>……..…….. | **NO** |
| 3.14<br><br>3.14.1 | 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?<br><br>If yes, furnish particulars:<br><br>……..<br><br>…….. | **YES**<br><br>**NO** |
| 4. | Full details of Directors / Trustees / Members / Shareholders: | |

**THE FOLLOWING INFORMATION IS <u>COMPULSORY</u> TO COMPLETE:**

| Full Name | Identity Number | Individual Tax Number for each Director | State Employee Number (where applicable) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|---|---|
| 5. | **The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.** |

**<u>Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)</u>**

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 | …… | | |

## T 2.2.22 : A STATEMENT INDICATING WHETHER ANY PORTION OF THE GOODS OR SERVICES ARE EXPECTED TO BE SOURCED FROM OUTSIDE THE REPUBLIC OF SOUTH AFRICA

In terms of Clause 20(7)(d) of the George Municipality's Supply Chain Management Policy (2026/27) 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.**

## T 2.2.23 : DECLARATION OF TENDERERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

**Note: 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, 56 of 2003, and attach it to this schedule.**

1. This Municipal Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be rejected if that bidder, or any of its directors have:

   a) Abused the municipalities / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

   b) Been convicted for fraud or corruption during the past five years;

   c) 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 (No 12 of 2004).

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

| Item | Question | Answer (Tick applicable box) | |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br>**(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page.** | Yes | No |
| 4.1.1 | If so, furnish particulars:<br>……<br>……<br>…… | | |
| 4.2 | Is the bidder of any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit | Yes | No |

| Item | Question | Answer (Tick applicable box) | |
|---|---|---|---|
| | your written request for a hard copy of the Register to facsimile number 012 326 5445) | | |
| 4.2.1 | If so, furnish particulars:<br>……<br>……<br>…… | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars:<br>……<br>……<br>…… | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars:<br>……<br>……<br>…… | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.5.1 | If so, furnish particulars:<br>……<br>……<br>…… | | |

**CERTIFICATION**

I, the undersigned certify that the information furnished on this declaration form true and correct. I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

*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 | …… | | |

## T 2.2.24 : CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

Clause 20(5) of the George Municipal Supply Chain Management Policy 2026/27 compels bidders to complete and submit this certificate.

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

……

(Tender Number and Description)

In response to the invitation for the bid made by:

……

(Name of Municipality / Municipal Entity)

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

I certify that, on behalf of:

……..

(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:

(b) has been requested to submit a bid in response to this bid invitation;

(c) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(d) 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

7 consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

8 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.

9 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.

10 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.

[3] 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.

11 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.

*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 | …… | | |

## T 2.2.25 : 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 (complete only if sole proprietor or partnership. Attach separate page if more than 3 partners):**

| Name | Identity number | Personal Income Tax Number |
|---|---|---|
| | | |
| | | |
| | | |

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

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: MBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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

i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is 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.

Signed …… Date ……

Name …… Position ……

Tenderer ……

## T 2.2.26 : DECLARATION IN TERMS OF THE MFMA (NO 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

**Name of 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 T2.2.13.**

## T 2.2.27 : UNDISPUTED COMMITMENTS CERTIFICATION

In terms of Clause 20(7)(b) of the George Municipality's Supply Chain Management Policy (2026/27) 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.**

## T.2.2.28 : 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 37(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 this returnable schedule.

| 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 ……

## T 2.2.29 : 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 shall ensure that the designer takes the prepared health and safety specification into consideration during the design stage, and ensure that the designer carries out all responsibilities contemplated in regulation 6.

Tenderers shall answer the questions below:

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 relevant box)

| | |
|---|---|
| **YES** | |
| **NO** | |

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

   (Tick relevant 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:<br>.....<br>.....<br>.....<br>.....<br>.....<br>..... | |

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

   .....

   .....

   .....

   .....

4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Rates) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the project.

(Tick relevant box)

| | |
|---|---|
| **YES** | |
| **NO** | |

*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 ……

## T 2.2.30 : 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.

*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 | …… | | |

## T 2.2.31 : PROOF OF PAYMENT OF UNEMPLOYMENT INSURANCE FUND (UIF)

The Tenderer must attach to this page a letter confirming that the tenderer is in good standing with regards to UIF payments.

## T 2.2.32 : PROPOSED SUBCONSULTANTS AND SPECIALISTS

We hereby notify that it is our intention to employ the following subconsultants and/or specialists for work in this contract.

Subcontracting after the ward of the tender shall be in line with the CIDB prescripts.

Acceptance of this tender shall not be construed as approval of all or any of the listed subconsultants 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.

| No | Name and Address of Proposed Subconsultant/Specialist | Nature and Extent of Work to be undertaken | Previous experience with the Subconsultant / Service Provider |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

*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 ……

## T 2.2.33: SOFTWARE COMPATIBILITY

Tenderers are to declare that they have valid licence(s) for recognised software packages to deliver the required services of project(s) for which a tender is submitted or will be sub-contracting the function or will be procuring the software in order to execute the works.

Proposals for freeware software packages that can perform the functions stipulated above will be considered.

The Tenderer shall complete the table below for the projects relevant to the submission of his/her tender relating to the minimum required software or similar approved.

| Software | Availability as defined above (tick relevant box) | | Software name/description |
|---|---|---|---|
| Microsoft office (Word, Excel, PowerPoint, Teams) | Yes | No | |
| Design based software (such as AllyCad, AutoCad etc.) | Yes | No | |
| ReticMaster – Electrical calculations | Yes | No | |
| DigSilent – Load flow software | Yes | No | |
| GIS Software that is compatible with ESRI | Yes | No | |

Note: If the design software package cannot produce .dwg files, the license of a software package that can convert the output from the proposed CAD software package to the .dwg format is to be included.

*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 ……

**T 2.2.34: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE**

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

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

| Employer, contact person and telephone number | Description of Contract | Value of Work Inclusive of VAT (Rand) | Date Completed |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |

*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 ……

**T 2.2.35: SCHEDULE OF CONTRACTS AWARDED TO TENDERER BY ORGANS OF STATE IF TENDER IS GREATER THAN R10 MILLION**

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

In terms of Clause 20(7)(c) 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 tender.

| 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) |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
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*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 ……

## T 2.2.36: PROOF OF INSURANCES

The tenderer shall attach to this page the insurances as specified in Clause C.2.20 in the Tender Data.

## T2.3 : RETURNABLE DOCUMENTS (FUNCTIONALITY)

The following returnable documents are required as part of the functionality criteria of the tender as stipulated in clause C.3.11.4 of the Tender Data.

Failure to complete, sign and return the schedules with the necessary supporting documentation will result in the Tenderer scoring inadequate or zero points, which may result in the tender being declared non-responsive.

For these reasons, it is very important that Tenderers complete, sign and submit all information, documents and certificates as requested.


| Document No | Title | Page |
|---|---|---|
| T 2.3.1 | Consultant's Practice | 97 |
| T 2.3.2 | Key Personnel | 99 |
| T 2.3.3 | Company Experience | 109 |

## T 2.3.1: CONSULTANT's PRACTICE

**Note: This schedule is used in evaluating and assigning points for functionality of the tender offer as per clause C.3.11.4 of the tender data for Consultant's Practice. Failure to complete this schedule accurately and in full and not attaching verifiable proof will result in no points being scored in this category.**

The Tenderer must attach the required documentation requested in Clause C.3.11.4 of the tender data to this page. The Tender is required to complete the tables of this returnable schedule and attached the proof to the corresponding tables. This section evaluates the following:

- Number of Registered Professionals (Company CV listing the registered professionals with ECSA registration numbers who are permanently employed)
- ISO 9001 certified (Certification attached or reference number that can be referenced)
- Company experience in years (Company CV showing when it was established and projects completed)

Points will be allocated according to the following matrix:

| **Description** | **Measure** | **Points** |
|---|---|---|
| | | |
| Number of Registered Professionals (with valid / active) registration. | 10 or more | 10 |
| | 5 or more, but less than 10 | 7 |
| | 2 or more, but less than 5 | 5 |
| | | |
| ISO 9001 certified | Yes | 5 |
| | No | 0 |
| | | |
| Company experience in years | 10 years or more | 5 |
| | 5 years or more, but less than 10 years | 3 |
| | Up to 5 years | 2 |
| | | |
| **Total Points for the Consultant's Practice** | | **20 Points Max** |

**To claim points the bidder shall:**

- Attach an updated company CV
- Attach the ISO 9001 QMS Certification proof
- Complete the table below for every professional that points are claimed for, that is permanently employed at the Consulting Firm:

| Professional registered | ECSA Registered professional: Name, Surname | ECSA Registration Number | ECSA Registration Date | Registration Category | Years of experience after professional registration |
|---|---|---|---|---|---|
| **1** | | | | | |
| **2** | | | | | |
| **3** | | | | | |
| **4** | | | | | |
| **5** | | | | | |
| **6** | | | | | |
| **7** | | | | | |
| **8** | | | | | |
| **9** | | | | | |
| **10** | | | | | |
| **11** | | | | | |
| **12** | | | | | |
| **13** | | | | | |
| **14** | | | | | |
| **15** | | | | | |
| **16** | | | | | |

*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 ……

## T 2.3.2: KEY PERSONNEL

**Note: This schedule is used in evaluating and assigning points for functionality of the tender offer as per clause C.3.11.4 of the tender data for Key Personnel. Failure to complete this schedule accurately and in full and not attaching verifiable proof will result in no points being scored in this category.**

The Tenderer must attach the required documentation requested in Clause C.3.11.4 of the tender data to this page. A detailed breakdown of the scoring criteria and conditions is provided in Part T1.2: Tender Data, Clause C.3.11.4

This section evaluates the experience of the key personnel required. The experience as required shall only be valid if obtained after registration as a professional with ECSA and if it is relevant to the field of Engineering registered for.

There is no need to list all the registered professionals in the firm again. Only the registered professionals listed in the table below, that will be allocated to the tender for those functions, will be evaluated should the supporting documentation be attached. Points will be allocated according to the following matrix:

| Description | Measure – Years Experience | Points |
|---|---|---|
| Professional registered Project Leader | 10 years or more | 20 |
| | 7 years or more, but less than 10 years | 15 |
| | 5 years or more, but less than 7 years | 10 |
| | Up to 5 years | 5 |
| | | |
| Professional registered Project Engineer | 10 years or more | 20 |
| | 7 years or more, but less than 10 years | 15 |
| | 5 years or more, but less than 10 years | 10 |
| | Up to 5 years | 5 |
| | | |
| **Total Points Personnel** | | **40 Points Max** |

In order to claim the points, the following shall be attached for the listed registered professionals:

- ECSA certification
- Only one role can be selected per CV – 1 person cannot be included in both roles
- Signed CV - Template provided to be completed. Do not include own CV format
  Unsigned CV's will not be accepted and will result in **zero points** scored for the key person(s).
  A key person sourced from a service provider external to the tendering entity shall sign a confirmation of intent letter, confirming their commitment to work on this tender.

| Professional registered | ECSA Registered professional: Name, Surname | ECSA Registration Number | ECSA Registration Date | Registration Category | Years of experience after professional registration |
|---|---|---|---|---|---|
| Project Leader | | | | | |
| Project Engineer | | | | | |

## CV Template: Project Leader

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Full Name:** | | | | | | | |
| **E-Mail Address:** | | | | **Contact Number:** | | | |
| **Employer History (Company Name(s)):** | | | | **Duration of Employment per company (years):** | | | |
| **Field of Expertise (tick applicable)** | ☐ Transmission<br>☐ Substations<br>☐ Distribution<br>☐ Reticulation<br>☐ Lighting<br>☐ Energy Projects<br>☐ Master planning & Load Flow Studies | | | **Field of Expertise continues (tick applicable)** | | ☐ Tariffs<br>☐ Asset Management<br>☐ Structural<br>☐ Protection, SCADA & automation<br>☐ Electronic systems | |
| **Qualifications (select all applicable qualifications):** | **NDip** | **PGDip** | **BTech** | **BEngTech** | **BEng** | **BEng (Hons)** | **BSc** | **BSc (Hons)** |
| | **B.A** | **BCom** | **BAcc** | **BAcc (Hons)** | **LLB** | **BAccLLB** | **Masters** | **Doctorate** |
| | **Other:** | | | | | | | |

| | | | | |
|---|---|---|---|---|
| **Qualification details:** | **Highest Qualification Title:** | | | |
| | **Qualification** | **Date Obtained (mm-yyyy)** | **Qualification** | **Date Obtained (mm-yyyy)** |
| | 1. | | 3. | |
| | 2. | | 4. | |

| | | | |
|---|---|---|---|
| **Overall Years' Experience (Post 1st Qualification):** | | **Overall Years' Experience (Post prof. registration):** | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Professional Registration Category (tick relevant box):** | **PrTechni** | **PrTechEng** | **PrEng** | **PMP** | **PrCPM** | | | |
| | **Other:** | | | | | | | |

| | | | |
|---|---|---|---|
| **Professional Registration Number:** | | **Date Obtained (mm-yyyy)** | |

| | | |
|---|---|---|
| **Certification:**<br>**I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience. I further confirm that I consent to my CV being used for the purposes of this tender.** | **Signature:** | |
| | **Date:** | |
| **Confirmation of Intent:**<br>**I hereby confirm that I will join** Tendering entity submitting offer **for this tender, in the role confirmed in this CV should the Tender be successful.** | **Signature:** | |
| | **Date:** | |

## CV Template: Project Engineer

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Full Name:** | | | | | | | |
| **E-Mail Address:** | | | | **Contact Number:** | | | |
| **Employer History (Company Name(s)):** | | | | **Duration of Employment per company (years):** | | | |
| **Field of Expertise (tick applicable)** | ☐ Transmission<br>☐ Substations<br>☐ Distribution<br>☐ Reticulation<br>☐ Lighting<br>☐ Energy Projects<br>☐ Master planning & Load Flow Studies | | | **Field of Expertise continues (tick applicable)** | | ☐ Tariffs<br>☐ Asset Management<br>☐ Structural<br>☐ Protection, SCADA & automation<br>☐ Electronic systems | |
| **Qualifications (select all applicable qualifications):** | **NDip** | **PGDip** | **BTech** | **BEngTech** | **BEng** | **BEng (Hons)** | **BSc** | **BSc (Hons)** |
| | **B.A** | **BCom** | **BAcc** | **BAcc (Hons)** | **LLB** | **BAccLLB** | **Masters** | **Doctorate** |
| | **Other:** | | | | | | | |

| | | | | |
|---|---|---|---|---|
| **Qualification details:** | **Highest Qualification Title:** | | | |
| | **Qualification** | **Date Obtained (mm-yyyy)** | **Qualification** | **Date Obtained (mm-yyyy)** |
| | 1. | | 3. | |
| | 2. | | 4. | |
| **Overall Years' Experience (Post 1st Qualification):** | | | **Overall Years' Experience (Post prof. registration):** | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Professional Registration Category (tick relevant box):** | **PrTechni** | **PrTechEng** | **PrEng** | **PMP** | **PrCPM** | | | |
| | **Other:** | | | | | | | |
| **Professional Registration Number:** | | | | | **Date Obtained (mm-yyyy)** | | | |

| | | |
|---|---|---|
| **Certification:**<br>**I certify that to the best of my knowledge and belief, the information reflected above correctly describes me, my qualifications, and my experience. I further confirm that I consent to my CV being used for the purposes of this tender.** | **Signature:** | |
| | **Date:** | |
| **Confirmation of Intent:**<br>**I hereby confirm that I will join** Tendering entity submitting offer **for this tender, in the role confirmed in this CV should the Tender be successful.** | **Signature:** | |
| | **Date:** | |

## T 2.3.3: COMPANY EXPERIENCE

**Note: This schedule is used in evaluating and assigning points for functionality of the tender offer as per clause C.3.11.4 of the tender data for Company Experience. Failure to complete this schedule accurately and in full and not attaching verifiable proof (signed appointment letters, signed completion certificates and/or signed client reference letters as applicable) will result in no points being scored in this category.** The Tenderer must attach the required documentation requested in Clause C.3.11.4 of the tender data to this page. A detailed breakdown of the scoring criteria and conditions is provided in Part T1.2: Tender Data, Clause C.3.11.4.

This section evaluate the amount of projects completed per category in the last 7 years with professional fees exceeding R300k, excl. VAT that was completed for a South African Municipality.
This category will score points per category .

**Indicate with an "X" the category/categories of services for which are tendered (more than one category may be selected).**

| | |
|---|---|
| Category A: Construction type project & related works | |
| Category B: Energy related projects | |
| Category C: Studies & related works | |
| Category D: Structural Engineering | |
| Category E: Other | |

Point will be allocated as follows per category according to the following matrix:

| **Description** | **Measure** | **Points** |
|---|---|---|
| | | |
| Completed projects in a category covering a scope including multiple sub-categories | More than 5 | 40 |
| | 5 | 30 |
| | 4 | 20 |
| | 3 | 10 |
| | 1 | 5 |
| Or | | |
| Completed projects in a category covering a scope including a single sub-category | More than 5 | 20 |
| | 5 | 10 |
| | 4 | 5 |
| | | |
| **Total Points for Company Experience** | | **40 Points Max** |

Projects completed shall only qualify for points if they comply with the following:

- The project is completed within the last 7 years
- The project scope is included in one of the categories tendered for.
- The professional fees for the project exceeded R300 000 excl. VAT or the project value exceeded R3 000 000.00 excl. VAT
- A reference letter in the approved format shall be included in the tender submission, signed by the client. **One reference letter per project that claims points.**
- The project should have been done for a South African Municipality.

**Reference Letter: Category A**

| | |
|---|---|
| Bidder (company) being evaluated: | |
| Category tendered for by Bidder: | |
| Referent name: | Referent Municipality: |
| Contact number of Referent: | Email address of Referent: |
| | |
| Name of Project being assessed: | |
| Project Description: | |

| **Category A: Construction type project & related works** | **Scope includes** |
|---|---|
| 1. Electrification & Reticulation | |
| 2. Distribution networks | |
| 3. Streetlighting, High Mast lighting, Sport field lighting & Public lighting | |
| 4. Sub-transmission & Substations | |

| | | | | |
|---|---|---|---|---|
| Estimated Project Duration: | | Project Completion Date: | | |
| Final Total Project Cost: (include either value or both – estimated values acceptable) | | Final Project Fee Value: | | |
| | | | | |
| Referent's overall assessment of the performance of the bidder in terms of professionalism, quality of service, technical expertise, time management, and value for money (mark the appropriate block with an X) | Excellent | Good | Average | Poor |
| Additional comments (if any): | | | | |
| Signature of Referent: | | Date: | | |

**Reference Letter: Category B**

| | | | | |
|---|---|---|---|---|
| Bidder (company) being evaluated: | | | | |
| Category tendered for by Bidder: | | | | |
| Referent name: | Referent Municipality: | | | |
| Contact number of Referent: | Email address of Referent: | | | |
| | | | | |
| Name of Project being assessed: | | | | |
| Project Description: | | | | |

| **Category B: Energy related projects** | **Scope includes** |
|---|---|
| 5. Renewable Energy Projects (PV, Hydro, Wind etc.) | |
| 6. Energy Storage Systems (BESS etc.) | |
| 7. IPP & Wheeling Projects | |
| 8. Backup Power & Standby Generation | |

| | | | | |
|---|---|---|---|---|
| Estimated Project Duration: | Project Completion Date: | | | |
| Final Total Project Cost: | Final Project Fee Value: | | | |
| (include either value or both – estimated values acceptable) | | | | |
| | | | | |
| Referent's overall assessment of the performance of the bidder in terms of professionalism, quality of service, technical expertise, time management, and value for money (mark the appropriate block with an X) | Excellent | Good | Average | Poor |
| Additional comments (if any): | | | | |
| Signature of Referent: | Date: | | | |

**Reference Letter: Category C**

| | |
|---|---|
| Bidder (company) being evaluated: | |
| Category tendered for by Bidder: | |
| Referent name: | Referent Municipality: |
| Contact number of Referent: | Email address of Referent: |
| | |
| Name of Project being assessed: | |
| Project Description: | |

| **Category C: Studies & related works** | **Scope includes** |
|---|---|
| 9. Power Systems, Ad Hoc Load Flows, Protection studies & Grid Impact studies | |
| 10. Master Planning (including related load flow studies) | |
| 11. Tariffs, Cost of Supply, Vending systems for metering etc. | |
| 12. Asset Management, Condition assessments | |
| 13. General, Operations support and Technical Advisory | |

| | |
|---|---|
| Estimated Project Duration: | Project Completion Date: |
| Final Total Project Cost: | Final Project Fee Value: |
| (include either value or both – estimated values acceptable) | |

| | | | | |
|---|---|---|---|---|
| Referent's overall assessment of the performance of the bidder in terms of professionalism, quality of service, technical expertise, time management, and value for money (mark the appropriate block with an X) | Excellent | Good | Average | Poor |
| Additional comments (if any): | | | | |
| Signature of Referent: | Date: | | | |

**Reference Letter: Category D**

| | | | | |
|---|---|---|---|---|
| Bidder (company) being evaluated: | | | | |
| Category tendered for by Bidder: | | | | |
| Referent name: Referent Municipality: | | | | |
| Contact number of Referent: Email address of Referent: | | | | |
| | | | | |
| Name of Project being assessed: | | | | |
| Project Description: | | | | |

| **Category D: Structural Engineering** | **Scope includes** |
|---|---|
| 14. Structural Works (Civil & building related) | |
| 15. Overhead Line design related | |
| | |

| | | | | |
|---|---|---|---|---|
| Estimated Project Duration: Project Completion Date: | | | | |
| Final Total Project Cost: Final Project Fee Value:<br><br>(include either value or both – estimated values acceptable) | | | | |
| | | | | |
| Referent's overall assessment of the performance of the bidder in terms of professionalism, quality of service, technical expertise, time management, and value for money (mark the appropriate block with an X) | Excellent | Good | Average | Poor |
| Additional comments (if any): | | | | |
| Signature of Referent: Date: | | | | |

**Reference Letter: Category E**

| | |
|---|---|
| Bidder (company) being evaluated: | |
| Category tendered for by Bidder: | |
| Referent name: | Referent Municipality: |
| Contact number of Referent: | Email address of Referent: |
| | |
| Name of Project being assessed: | |
| Project Description: | |

| **Category E: Other** | **Scope includes** |
|---|---|
| 16. Energy Efficiency, Power Quality & Demand Side Management | |
| 17. Control & Automation plant (Protection, metering, telemetry, communication) | |
| 18. Building installations | |
| 19. Traffic Signals & Intelligent Transport Electrical Systems | |
| | |

| | |
|---|---|
| Estimated Project Duration: | Project Completion Date: |
| Final Total Project Cost: | Final Project Fee Value: |
| (include either value or both – estimated values acceptable) | |

| | | | | |
|---|---|---|---|---|
| Referent's overall assessment of the performance of the bidder in terms of professionalism, quality of service, technical expertise, time management, and value for money (mark the appropriate block with an X) | Excellent | Good | Average | Poor |
| Additional comments (if any): | | | | |
| Signature of Referent: | Date: | | | |

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTRICAL ENGINEERING SERVICES**

**TENDER NUMBER: GMT008/26-27**

**TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**

# THE CONTRACT

## PART C1: AGREEMENT AND CONTRACT DATA

**CONTENTS**


| Part | Description |
|---|---|
| C1 | Agreement and Contract Data |
| C2 | Pricing Data |
| C3 | Scope of Services |
| C4 | Annexures |

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTRICAL ENGINEERING SERVICES**

**TENDER NUMBER: GMT008/26-27**

**TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**

# THE CONTRACT

## PART C1: AGREEMENT AND CONTRACT DATA

**CONTENTS**


| Number | Heading | Page |
|---|---|---|
| C1.1 | Form of Offer and Acceptance | 110-129 |
| C1.2 | Contract Data (Part 1) | 130 |
| C1.2 | Contract Data (Part 2) | 141 |
| C1.3 | Confirmation of Receipt (Pro-forma) | 142 |


**NOTE:**

**One form of offer and acceptance is included in this tender document. The Tenderer will be required to duplicate the provided form of offer and acceptance for every project the tenderer intends on submitting a proposal FOR.**

**The Tenderer will be required to submit a complete and signed form of offer and acceptance per project for which an offer is submitted.**

**An incomplete, unsigned, or non-submission of a form of offer for which the Tenderer submits a proposal will result in the Tenderer being declared non-responsive for that project.**

# C1.1: FORM OF OFFER AND ACCEPTANCE: CATEGORY A

## 1. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Contract No GMT008/26-27: TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029:**

**Category A: Construction type project & related works**

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

.....

.....

..... Rand (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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Tenderer | | | |
| Name and signature of witness | | Date | |

## ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Services

Part C4 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 contractor) 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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Employer | | | |
| Name and signature of witness | | Date | |

## 2. 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.

**FOR THE TENDERER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Tenderer | | | |
| Name and signature of witness | | Date | |

**FOR THE EMPLOYER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Employer | | | |
| Name and signature of witness | | Date | |

# C1.1: FORM OF OFFER AND ACCEPTANCE: CATEGORY B

## 3. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Contract No GMT008/26-27: TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029:**

**Category B: Energy related projects**

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

.....

.....

..... Rand (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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Tenderer | | | |
| Name and signature of witness | | Date | |

**ACCEPTANCE**

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Services

Part C4 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 contractor) 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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Employer | | | |
| Name and signature of witness | | Date | |

## 4. 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.

**FOR THE TENDERER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Tenderer | | | |
| Name and signature of witness | | Date | |

**FOR THE EMPLOYER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Employer | | | |
| Name and signature of witness | | Date | |

# C1.1: FORM OF OFFER AND ACCEPTANCE: CATEGORY C

## 5. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Contract No GMT008/26-27: TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029:**

**Category C: Studies & related works**

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

.....

.....

..... Rand (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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Tenderer | | | |
| Name and signature of witness | | Date | |

## ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Services

Part C4 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 contractor) 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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Employer | | | |
| Name and signature of witness | | Date | |

## 6. 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.

**FOR THE TENDERER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Tenderer | | | |
| Name and signature of witness | | Date | |

**FOR THE EMPLOYER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Employer | | | |
| Name and signature of witness | | Date | |

# C1.1: FORM OF OFFER AND ACCEPTANCE: CATEGORY D

## 7. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Contract No GMT008/26-27: TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029:**

**Category D: Structural Engineering**

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

.....

.....

..... Rand (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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Tenderer | | | |
| Name and signature of witness | | Date | |

## ACCEPTANCE

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Services

Part C4 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 contractor) 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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Employer | | | |
| Name and signature of witness | | Date | |

## 8. 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.

**FOR THE TENDERER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Tenderer | | | |
| Name and signature of witness | | Date | |

**FOR THE EMPLOYER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Employer | | | |
| Name and signature of witness | | Date | |

# C1.1: FORM OF OFFER AND ACCEPTANCE: CATEGORY E

## 9. OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Contract No GMT008/26-27: TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029:**

**Category E: Other**

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

.....

.....

..... Rand (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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Tenderer | | | |
| Name and signature of witness | | Date | |

**ACCEPTANCE**

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

The terms of the contract, are contained in:

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

Part C2 Pricing Data

Part C3 Scope of Services

Part C4 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 contractor) 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) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of Employer | | | |
| Name and signature of witness | | Date | |

## 10. 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.

**FOR THE TENDERER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Tenderer | | | |
| Name and signature of witness | | Date | |

**FOR THE EMPLOYER**

| | | | |
|---|---|---|---|
| Signature(s) | | | |
| Name(s) | | | |
| Capacity | | | |
| Name and address of the Employer | | | |
| Name and signature of witness | | Date | |

# C1.2: CONTRACT DATA (PART 1)

The Conditions of Contract are the Standard Professional Services Contract (July 2009 third edition of the CIDB document 1014) as published by the Construction Industry Development Board (see 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**

| Clause | Description / Wording |
|---|---|
| 1 | **DEFINITIONS** |
| | The Contract signed by the Parties and of which these General Conditions of Contract Form part including those subsequent Contracts signed between the Parties for each individual Work Package. |
| | The Employer is the **George Municipality**. |
| | The Period of Performance for this Contract is **3 financial years or the portion thereof**.<br>The Period of Performance for each Work Package will be confirmed for each individual work package but cannot exceed **3 financial years or the portion thereof**. |
| | The **TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**<br><br>The tender includes 5 categories of projects. |
| | The phrase “Scope of Work” shall have the same meaning as “Scope of Services” and vice versa. |
| | The Start Date is the date on which the Service Provider receives a signed copy of the Form of Offer and Acceptance for each individual work package. |
| | The phrase “Subcontractor” shall have the same meaning as “Subconsultant” and vice versa.<br><br>Add the following to the end of the Clause:<br>Any subconsultant deemed necessary (e.g. Health and Safety Agent, Environmental Practitioner etc.) who enters into a subconsultant agreement with the Service Provider to perform any part of the Services. |
| | **Add the following new definitions to the Clause:** |
| | **Non-working Day**<br>Refer to Clause C.1.3.3 of the Tender Data. |
| | **Termination**<br>Termination means cancellation and vice versa. |

| Clause | Description / Wording |
|---|---|
| | **Work Package**<br>Refer to Clause C.1.3.3 of the Tender Data. |
| | **Value of Work**<br>Value of Work means the work package value less allowances made for additional services, contingencies and VAT. |
| **3** | **GENERAL** |
| **3.2** | **Change in Legislation** |
| | Replace the contents of this Clause with the following:<br>If after the commencement of the Contract or the individual assigned work packages, the cost or duration of the Services is/needs to be altered as a result of changes in, or additions to, any statute, regulation or by-law, or the requirements of any authority having jurisdiction over any matter in respect of the project or the individual work packages, then the Contract Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 28 days of first having become aware of the change, the Service Provider shall have furnished the Employer with detailed justification for the adjustment to the Contract Price of Period of Performance or both.<br>Provided that the Employer approves such adjustments, which approval shall not be unreasonably withheld. |
| 3.4 & 4.3.2 | The authorized and designated representative of the Employer is the person holding the position of Director: Electrical Engineering Services:<br>Name: Mr MJ Rhode<br><br>The address for receipt of communications **post award** of this contract is his designated representative, or as provided at the time of the work package request by other Directorates:<br>Name: Mr D Greeff<br>Telephone: 044 801 9221<br>E-mail: dgreeff@george.gov.za<br>Address (Physical): Directorate: ELECTRICAL ENGINEERING SERVICES<br>Brick road<br>George Industria<br>Address (Postal): George Municipality<br>Directorate: Electrical Engineering Services<br>P O Box 19<br>George<br>6530 |
| 3.4.1 | Communications by facsimile is not permitted. |
| **3.5** | **Location and Occupancy** |
| | N/A |
| **3.6** | **Publicity and Publication** |

| Clause | Description / Wording |
|---|---|
| | The Service Provider shall not release public or media statements or publish material related to the Services or Project or subsequent construction contract(s) under any circumstances without the written approval of the Employer. |
| **3.8** | **Variations** |
| | Amend the Clause as follows:<br>Replace: "…order variations to the Services…"<br>With: "…order variations to the Services or physical scope of the associated construction contract in writing…" |
| **3.9** | **Changes to the Contract Price or Period of Performance** |
| 3.9.2 | Amend the Clause as follows:<br>Replace: "…within 6 weeks…"<br>With: "…within 28 days". |
| 3.9.3 | The time-based fees used to determine changes to the Contract Price will be at the rates stated in the Schedule of Rates.<br><br>Add the following to the end of the Clause:<br>"… within 28 days from receipt of the proposals." |
| 3.9.4 | Add the following to the end of the Clause:<br>"… within 28 days from receipt of the proposals." |
| 3.9.5 | Add the following new Clause:<br>The Employer may negotiate with the Service Provider during the assessment (Clause 3.9.4) of the proposal(s) prior to the approval thereof. |
| **3.10** | **Sole Agreement** |
| | Add the following to the Clause:<br>**Appointment of Individual Work Packages**<br>The procedures for the appointment of a Service Provider for an individual work package is described in Clause C.4.7 of the Tender Data.<br>Agreements per individual work package for the relevant project will be signed between the parties. These agreements will be based on the Contract and no additions will be made or imposed on the Service Provider, except where specially agreed or stated otherwise. |
| **3.12** | **Penalty** |
| 3.12.1 | Replace the contents of Clause 3.12.1 with the following:<br>If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, as per the approved programme or within the individual agreed upon stage-based deliverables as per the specified/programmed date or at all, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every day or part thereof, or a percentage for not achieving project deliverables, or not achieving agreed project deliverable submission dates whichever is applicable, which shall elapse between the end of the period/date specified, or the extended period/date, and the actual date of completion, at a rate of **R 1,000.00 per day** or **2.5% of the total fee of the relevant stage per day**, whichever is the greater. |

| Clause | Description / Wording |
|---|---|
| | Penalties are subject to a maximum amount of the Value of the Work in Rands.<br><br>**Penalty Application**<br>The application of the penalty will be applied at the discretion of the Employer.<br>If the Service Provider achieves the subsequent deliverable by the original/agreed due date, the penalty at the discretion of the Employer may be reversed.<br>Example:<br>*Concept and Viability report is submitted beyond the agreed programme date and penalty is applied. Detail design report is submitted by the agreed programme date, penalty for concept and viability report may be reversed, as the project is back on programme.* |
| 3.12.1.1 | Add the following new Clause:<br>**Programme, Cash Flow and Progress Report**<br>Failure to submit an accurate and realistic progress report inclusive of the programme and cash flow by the 3rd calendar day of each month, starting from the second month of the period of performance for the individual work package, will result in a penalty payable, measured daily from the date of non-compliance, amounting to R 500 per deliverable per day. |
| 3.12.1.2 | Add the following new Clause:<br>**Agreed ad-hoc Requests**<br>During the period of performance of the individual work package or the implementation of a construction contract, the Employer may request additional information, deliverables, reports, or documents etc. The Employer and Service Provider shall agree to the specific request requirements and the due date for submission.<br>Failure to submit the specific request by the agreed submission date will result in a penalty payable, measured daily from the date of non-compliance, amounting to R 500 per request per day. |
| 3.12.1.3 | Add the following new Clause:<br>**Exceeding Approved Contract Price/Budget**<br>Exceedance of the project budget, approved contract price of the individual work package or the associated construction contract will result in a penalty payable. The penalty payable shall be applied as follows:<br>a. If the contract price is exceeded or undermeasured by more than 10% of the approved/awarded contract price, the fees for Stage 1: Inception to Stage 4: Documentation and Procurement shall not be readjusted to the revised/adjusted contract price. The fees for Stage 5: Contract Administration and Implementation and Stage 6: Close Out shall be calculated/adjusted to the increased actual contract price.<br>b. If the contract price is over measured by more than 10% of the approved/awarded contract, the fees for Stage 1: Inception to Stage 6: Close Out shall be calculated/readjusted to the revised/actual contract price.<br>c. If the contract price is over measured by more than 10% of the approved/awarded contract price beyond the control of the Service Provider, the fees for Stage 1: Inception to Stage 4: Documentation and Procurement shall not be readjusted to the revised/adjusted contract price. The fees for Stage 5: Contract Administration and Implementation and Stage 6: Close Out shall be calculated/adjusted to the revised/actual contract price. |
| 3.12.1.4 | Add the following new Clause:<br>**Non-compliance with the Contract Provisions** |

| Clause | Description / Wording |
|---|---|
| | If the service provider is in contravention of the provisions of Clause 5.5, 5.8 and 16 a once-off penalty of R25 000.00 per occurrence or re-occurrence shall be applied at the discretion of the Employer. |
| **3.13** | **Equipment and Materials Furnished by the Employer** |
| 3.13.1 | The Employer shall not make available any equipment or materials to the Service Provider. |
| **3.15** | **Programme** |
| 3.15.1 | The programme shall be submitted within 14 (fourteen) days of the award of the individual work package.<br>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. |
| 3.15.2 | Dates for key milestones stated within the latest approved programme shall form the basis on which penalties are measured and applied in terms of Clause 3.12.1. |
| 3.15.3<br>(2nd 3.15.3) | The service provider shall update the programme every month to reflect actual progress to date.<br>The service provider shall be required to submit the programme by the 3rd calendar day of each month, for the entire period of performance of the individual work package. |
| 3.15.4 | Add the following new Clause:<br>**Monthly Cash-flow**<br>The Service Provider shall update and submit the cash-flow each month, starting from the second month of the contract duration by the 3rd calendar day of each month, for the entire period of performance of the individual work package. |
| 3.15.5 | Add the following additional Clause 3.15.5:<br>**Monthly Progress Report**<br>The Service Provider shall update and submit the monthly progress report, starting from the second month of the period of performance by the 3rd calendar day of each month, for the entire period of performance of the individual work package. |
| **3.16** | **Price Adjustment to Time-Based Fees for Inflation** |
| 3.16.1 | Replace Clause 3.16.1 with the following:<br>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.<br>The base month will be the month prior to the month in which the tender closed.<br><br>The travel rate may be adjusted on an annual basis by a factor that is calculated by the ratio of the fuel price at the time of increase relative to the rate during the base month as defined above. |
| **4** | **EMPLOYERS OBLIGATIONS** |
| 4.4 | Replace Clause 4.4 with the following:<br>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 per the pricing schedule. |

<table>
<tr><td>Clause</td><td>Description / Wording</td></tr>
<tr><td>5</td><td>SERVICE PROVIDERS OBLIGATIONS</td></tr>
<tr><td>5.1</td><td>General</td></tr>
<tr><td>5.1.1</td><td><u>Add the following to the end of Clause 5.1.1:</u><br>“Should the approved project budget, or the approved contract price be exceeded of an individual work package and the associated construction contract 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 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 (refer to Clause 3.12.1.3) 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”.</td></tr>
<tr><td>5.1.2</td><td><u>Add the following to the end of Clause 5.1.2:</u><br>“The single person designated to act as Project Manager / Project Engineer / Employers Agent shall be from the Service Provider and not from a subconsultant and shall be based at the premises within the boundary of the George Municipality, unless specifically agreed otherwise.”</td></tr>
<tr><td>5.4.</td><td>Insurances to be taken out by the Service Provider</td></tr>
<tr><td>5.4.1</td><td>The Service Provider is required to provide valid professional indemnity insurance cover, in respect of each and every claim, for the values as indicated below:
<table>
<tr><td>Type of Insurance</td><td>Value</td></tr>
<tr><td>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><td>Not less than R10 million</td></tr>
<tr><td>Type of Insurance</td><td>Value</td></tr>
<tr><td colspan="2">Professional indemnity insurance:</td></tr>
<tr><td>Structural engineering</td><td>R10 million or twice the professional fees, whichever is the greater</td></tr>
<tr><td>Electrical and mechanical engineering</td><td>R10 million or twice the professional fees, whichever is the greater</td></tr>
</table></td></tr>
<tr><td>5.4.2</td><td>The Service Provider shall provide proof of the relevant valid insurances as described in Clause 5.4.1 above with the request of each individual work package.</td></tr>
<tr><td>5.5</td><td>Service Providers Actions requiring Employers Prior Approval</td></tr>
<tr><td></td><td><u>Add the following to the end of Clause 5.5:</u><br>“(d) Replacing any of the key personnel listed at the time of tender and award.<br>(e) Providing a signed copy of the Form of Offer and Acceptance to the construction contractor, or any instruction that may define the Commencement Date of a contract.<br>(f) Notice of approval of Contractor's designs and details on drawings that provide full details, dimensions, and particulars.<br>(g) The issuing of Variation Orders.<br>(h) Payment of Contractors, Subcontractors and Subconsultants.<br>(i) Shutdowns / work on live networks.</td></tr>
</table>

| Clause | Description / Wording |
|---|---|
| | (j) Instructions to do work under Daywork rates.<br>(k) Working at nights and non-working times.<br>(l) Order for executing Provisional Sum work and Prime cost work.<br>(m) Notice in reduction or reduction in penalties of construction contractors, subcontractors and subconsultants.<br>(n) Ruling on Dissatisfaction claims and Contractor's claims.<br>(o) Written conditions of agreement for payment of cost for acceleration of rate of progress.<br>(p) Order for suspension of the Works.<br>(q) Proceeding with Works after suspension.<br>(r) Certify a Certificate of an amount payable upon termination of Contract.<br>(s) Issuing the Certificate of Practical Completion, Certificate of Completion and Final Approval Certificate." |
| **5.7** | **Notice of Change by Service Provider** |
| | Add the following to the end of Clause 5.7:<br>"Should the Service Provider fail to do so, the additional cost shall not be remunerated." |
| 5.8 | Add the following new Clause:<br>**Negligent Actions**<br>Where the Service Provider performs an unauthorised action as defined in Clause 5.5 and 16 of the Contract data and/or after the completion of an authorised shutdown required for field investigations, testing, connections etc., a penalty of R5 000 per occurrence and re-occurrence may be applied at the discretion of the Municipality. Significant consequences of these actions may lead to a claim for damages from the service provider. |
| **7** | **SERVICE PROVIDERS PERSONNEL** |
| **7.1** | **General** |
| 7.1.1 | Add the following to the Clause:<br>All of the positions for key personnel must be filled by a single individual who cannot fulfil another project role, except where stated otherwise. 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 within 24 hours to visit the office of the Employer when formally requested to do so. |
| 7.1.6 | Add the following new Clause:<br>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. |
| **7.2** | **Provision of Personnel in terms of the Personnel Schedule** |
| 7.2.3 | The Service Provider is required to provide personnel in accordance with the provisions of Clause 7.2.<br>The key personnel stated in returnable schedule T2.3.4 will be part of the offer, and the returnable schedule is considered as the key personnel schedule. |

| Clause | Description / Wording |
|---|---|
| **7.3** | **Non-working Hours** |
| 7.3.1 | Add the following new Clause:<br>The Employer will not be responsible for payment/remuneration to the service provider or his personnel for any overtime or work performed on non-working days (refer to Clause 1), or any other additional costs associated with work on non-working days and times. |
| **8** | **COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION** |
| **8.1** | **Commencement of Services** |
| | The Service Provider is to commence the performance of the services within 14 (fourteen) days of the Start Date of the individually awarded work package(s). |
| **8.2** | **Completion** |
| 8.2.1 | The Contract is concluded when the Period of Performance has ended for each individual work package. |
| 8.2.4 | Amend the Clause as follows:<br>Replace: "…within 30 days…"<br>With: "…within 28 days". |
| **8.4** | **Termination** |
| 8.4.1 | Add the following to the end of Clause 8.4.1:<br>"<br>(f) if the Service Provider enters into Business Rescue.<br>(g) if the Service Provider abandons the contract.<br>(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". |
| 8.4.3(c) | The period of suspension under Clause 8.5 is not to exceed 6 (months) months. |
| 8.4.4 | Add the following to the end of Clause 8.4.4:<br>"Upon termination of this Contract, the Employer may call for all documents, models and data etc., prepared or collected by the Service Provider including editable versions to be handed over to the Employer who, in his sole discretion, may decide what is to become of them." |
| **9** | **OWNERSHIP OF DOCUMENTS AND COPYRIGHT** |
| 9.1 | Copyright of all documents and data prepared for the Project and individual work packages, including intellectual property, shall vest with the Employer. Editable information is to be submitted upon request. |
| **12** | **RESOLUTION OF DISPUTES** |
| **12.1** | **Settlement** |
| 12.1.2 | Interim settlement of disputes is to be by mediation. |
| **12.2** | **Mediation** |
| 12.2.1 | In the event that the parties fail to agree on a mediator, the mediator shall be nominated by the South African Institution of Electrical Engineering (SAIEE) or similar independent body. |
| **12.3** | **Adjudication** |

| Clause | Description / Wording |
|---|---|
| 12.3.1 | Replace the contents of Clause 12.3.1 with the following:<br>An aggrieved Party may refer the dispute to adjudication following a failed mediation. Adjudication shall be in accordance with the latest edition of the separately published CIDB adjudication procedures. |
| **12.4** | **Arbitration** |
| | 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 South African Institution of Electrical Engineering (SAIEE) or similar independent body in consultation with the Association of Arbitrators of Southern Africa. |
| **13** | **LIABILITY** |
| **13.5** | **Limit of Compensation** |
| 13.5.1 | 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.<br>The penalty per individual occurrence will be calculated at 2.5% of the value of the works as a whole.<br>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 value of the work as a whole. |
| **13.6** | **Indemnity by the Employer** |
| 13.6 | The provisions of 13.6 do not apply to the Contract. |
| **14** | **REMUNERATION AND REIMBURSEMENT OF THE SERVICE PROVIDER** |
| 14.2 | Replace the contents of Clause 14.2 with the following:<br>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.<br>Notwithstanding the above, should the Service Provider's tax clearance status expire and cannot be re-validated during the period of performance, 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.<br>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 period of performance, or if the Service Provider is not based in the George Municipal boundary, should the Service Provider's Municipal Accounts Clearance Certificate, issued by the Municipality in which they are based, expire during the period of performance, 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. |
| 14.3 | Replace the contents of Clause 14.3 with the following:<br>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 |

| Clause | Description / Wording |
|---|---|
| | 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. |
| 14.5 | Add the following new Clause:<br>**Tax Invoices**<br>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.<br>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. |
| 14.6 | Add the following new Clause:<br>**Remuneration and Reimbursement of Subconsultants**<br>The Service Provider shall submit all invoices from subconsultants within 7 days of date of invoice to the Employer. |
| **15** | **AMOUNTS DUE TO THE EMPLOYER** |
| | Replace Clause 15 with the following:<br>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. |
| **16** | **ADDITIONAL CONDITIONS OF CONTRACT** |
| 16.1 | Add the following new Clause:<br>**Limitation, Disconnection, Restriction, Obstruction, and Interference with or trespassing on Municipal Supply Infrastructure**<br>The Service Provider nor any of its employees, subcontractors, subconsultants, partners etc., may limit, disconnect, restrict, obstruct, interfere, or trespass on the Municipal Infrastructure.<br>Where access to the infrastructure 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.<br>The Service Provider shall include in the request the following information:<br>a) Location,<br>b) Reason for access.<br><br>The service provider shall also include a period of 14 days in the works programme for the Municipality to plan and give notice for every shut-down and/or permit required. An S30 process shall be followed, including all conditions included in the process. |
| 16.2 | Add the following new Clause:<br>**Performance Evaluation**<br>Performance of the Service Provider will be evaluated on a monthly basis for each individual work package. The template for the contractor evaluation will be provided to the successful bidder. |

**PART 2 : CONTRACT DATA (TO BE COMPLETED BY THE CONTRACTOR)**

| Clause | Description / Wording |
|---|---|
| 1 | The Service Provider is: …… |
| | The Address for receipt of communication is:<br>Address (physical): _____<br>_____<br>_____<br>_____<br>Address (postal): _____<br>_____<br>_____<br>_____<br>Telephone: _____<br>Email: |
| 5.3 | The authorised and designated representative of the Service Provider is:<br>Name:<br>Telephone:<br>Email: |
| 5.5<br>7.1.2 | The key persons and their position in relation to the scope of services are those as included in returnable schedule T2.3.4. |

Signed _____Date_____

Name_____ Position_____

## C1.3: CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), 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) on:

The ..... ……(day) of .....……..(month) …… (year)

At .....…….. (place)

It is hereby agreed that the official commencement date of the contract will be:

The ..... (day) of .....(month) ..... (year)

**SIGNED ON BEHALF OF/BY THE SERVICE PROVIDER:**

| | | |
|---|---|---|
| NAME | SIGNATURE | CAPACITY |

**SIGNED BY WITNESS:**

| | |
|---|---|
| NAME | SIGNATURE |

To be completed by successful Tenderer

# GEORGE MUNICIPALITY

## DIRECTORATE: ELECTRICAL ENGINEERING SERVICES

## TENDER NUMBER: GMT008/26-27

## TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.

## THE CONTRACT

## PART C2: PRICING DATA

**CONTENT**


| Number | Heading | Page |
|---|---|---|
| C2.1 | Pricing Instructions | 144 |
| C2.2 | Schedule of Rates | 147 |
| C2.3 | Summary Page for the Schedule of Rates | 153 |

# C2.1: PRICING INSTRUCTIONS

## C2.1.1 PREAMBLE TO THE SCHEDULE OF RATES

C2.1.1.1 The **maximum discount** that a Tenderer may offer on the total fee for Normal / Standard Services in terms of the Professional Fee Guidelines for Engineering Services is **10%.** Refer to Tender Data Clause C.2.10. Should the discount offered exceed this amount, the bid would be non-responsive.

C2.1.1.2 The Schedule of Rates are to be read in conjunction with Section C3.2: Scope of Services and Section C1.1: Contract Data.

C2.1.1.3 The Schedule of Rates form part of the contract document and must be read in conjunction with all other documents comprising the contract document. Refer to the Tender Data Clause C.1.2.

C2.1.1.4 The Schedule of Rates must be completed by insertion of rates/prices in accordance with the instruction described in the Pricing Instructions and Scope of Services. As this contract is a re-measurable contract and not a lump sum contract, a blank Schedule of Rates with only a lump sum amount will not be accepted.

C2.1.1.5 The onus is on the Tenderer to refer to the scope of services to ensure that the item is priced correctly. If in doubt the Tenderer shall preferably seek clarification or else qualify any assumptions made.

C2.1.1.6 Time-based rates are all-inclusive rates, including allowances for overhead charges incurred by the service provider as part of normal business operations, including the cost of management, as well as payments to administrative, clerical, and secretarial staff used to support professional and/or technical staff in general and not on a specific project only.

The prices and rates to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the services described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for the assessment of payment for additional services that may have to be carried out.

C2.1.1.7 Tendered prices, rates, lump sums, mark-ups, discounts etc, shall include full compensation for overheads, profits, incidentals, insurances etc.

C2.1.1.8 The quantities set out in the Schedule of Rates are approximate values only for tender evaluation purposes. Refer to Tender Data Clause C.2.10 in pricing the tender offer.

C2.1.1.9 The Tenderer shall fill in a rate for each item in the Schedule of Rates where provision is made for it.

**Tenderers shall not enter "included" or R0.00 against any item in the Schedule of Rates.** Nor shall items be grouped together, and a single amount entered.

Where the Tenderer disregards the above, the Employer shall during evaluation request the

Tenderer to break down the tendered sum into individual rates.

No negative rates are permitted.

C2.1.1.10 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 or are not in line with the maximum discount as prescribed.

C2.1.1.11 The value 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 Tenderer.

C2.1.1.12 All rates and sums of money entered into the Schedule of Rates shall be in South African Rands and whole cents. Fractions of a cent shall be discarded.

C2.1.1.13 All prices and rates shall exclude Value Added Tax (VAT). The Tenderer shall calculate Value Added Tax and enter it at the end on the Summary Page of the Schedule of Rates per project. There is also a provision for any other taxes that may be applicable. This needs to be defined by the bidder and included in the pricing Schule.

C2.1.1.14 In the case of the Tenderer not being a registered VAT vendor, the excluding VAT and including VAT total shall be the same amount.

C2.1.1.15 Refer to Clause C.3.9 of the Tender Data and Standard Conditions of Tender for the correction of arithmetical errors in the Schedule of Rates.

C2.1.1.16 Any entry made by the Tenderer in the Schedule of Rates which the Tenderer desires to change, must be done in terms of the Tender Data Clause C.2.11.

C2.1.1.17 The Tenderer must price each item in the Schedule of Rates by hand in **BLACK INK**. The Tenderer is referred to the Tender Data regarding the correction of errors.

C2.1.1.18 For the purposes of this schedule of Rates, the following words shall have the following meanings:

| | |
|---|---|
| Unit | Unit of measurement for each item. |
| Quantity | Provisional quantities assigned to each item for the purpose of pricing and evaluation. |
| Unit Rate | The amount entered by the Tenderer to perform the services of each item. |
| Total Cost | The amount of each unit rate multiplied by the quantity. |
| Discount % | The percentage discount tendered by the Service Provider up to a maximum of 10% of the total Percentage fee including complexity – excluding hourly rates and construction monitoring etc. |
| Discount Amount | The product of the discount % and the total fee |

C2.1.1.19 The units of measurement described in the Schedule of Rates are metric units. Abbreviations used in the Schedule of Rates are as follows:

| | | |
|---|---|---|
| Hr | = | hour |
| % | = | Percentage |
| No | = | Number |
| R/km | = | Rand per Kilometre |
| R/month | = | Rand per month |

C2.1.1.20 Completion of Schedule of Rates

Tenderers are to complete the required information and pricing for the Scope of Works for which the tenderer has the required resources and experience and which the Tenderer is interested in providing the service.

- If the service provider only provides services relevant to Construction Projects, category A for example, only the pricing schedule for category A requires completion, and only the total of rates for category A shall be summed and inserted into the Summary Page of the Schedule of Rates.
- Where a service provider elects to not tender for a specific category, the service provider is required to draw a diagonal line through the category's pricing schedule and initial the schedule.

The Tenderer shall complete the summary page and include only the categories that a bid is submitted for.

Construction Monitoring:

The Tenderer shall price the construction monitoring services relevant to the normal/standard services projects. Therefore, tender category C, which is focused on studies and will be priced on hourly rates excludes the construction monitoring section. The construction monitoring shall be done by a Category C personnel as defined in the ECSA guideline or higher which has sufficient experience. The time allocation is defined in the schedule of rates.

C2.1.1.21 Travelling by motor vehicle will be reimbursed in accordance with the Department of Public Works (DoPW) Rates for Reimbursable Expenses – Table 3. Ensure that the pricing for the travelling is in line with this as it is required by the Cost Containment Regulations. The maximum vehicle engine capacity claimable under this contract is 1951 – 2150cc. If the rate exceed the prescribed amount, the bid will be non-responsive.

# C2.2: SCHEDULE OF RATES

The Scope of works is categorised in 5 sections as defined below. The Bidder shall indicate for which categories they are submitting a bid by marking the category with the X on the table below. This is only for reference as the form of offer is the official indication of the category bidding for.

| **Indicate with an "X" the category/categories of services for which are tendered (more than one category may be selected).** | |
|---|---|
| | |
| **Category A: Construction type project & related works** | |
| 1. Electrification & Reticulation | |
| 2. Distribution networks | |
| 3. Streetlighting, High Mast lighting, Sport field lighting & Public lighting | |
| 4. Sub-transmission & Substations | |
| | |
| **Category B: Energy related projects** | |
| 5. Renewable Energy Projects (PV, Hydro, Wind etc.) | |
| 6. Energy Storage Systems (BESS etc.) | |
| 7. IPP & Wheeling Projects | |
| 8. Backup Power & Standby Generation | |
| | |
| **Category C: Studies & related works** | |
| 9. Power Systems, Ad Hoc Load Flows, Protection studies & Grid Impact studies | |
| 10. Master Planning (including related load flow studies) | |
| 11. Tariffs, Cost of Supply, Vending systems for metering etc. | |
| 12. Asset Management, Condition assessments | |
| 13. General, Operations support and Technical Advisory | |
| | |
| **Category D: Structural Engineering** | |
| 14. Structural Works (Civil & building related) | |
| 15. Overhead Line design related | |
| | |
| **Category E: Other** | |
| 16. Energy Efficiency, Power Quality & Demand Side Management | |
| 17. Control & Automation plant (Protection, metering, telemetry, communication) | |
| 18. Building installations | |
| 19. Traffic Signals & Intelligent Transport Electrical Systems | |

A separate Schedule of rates are included for each category. These categories will be evaluated separately and a panel of Consultants will be appointed per category.

| PROFESSIONAL ENGINEERING SERVICES: Cat A – Construction Projects | | | | | |
|---|---|---|---|---|---|
| | **Description** | **Unit** | **Quantity** | **Unit Rate** | **Total Cost** |
| | | | | | |
| **A** | **Hourly Rates (Travel to George excluded - Can included travel time to site- or meetings)** | | | | |
| | Project Leader - Category C or higher **- Minimum Rate: R900** | hr | 50 | | |
| | Design Engineer - Category C or higher **- Minimum Rate: R800** | hr | 100 | | |
| | Contracts Engineer - Category C or higher **- Minimum Rate: R700** | hr | 100 | | |
| | CAD operator - Category D **- Minimum Rate: R350** | hr | 50 | | |
| | GIS Operator - Category D **- Minimum Rate: R450** | hr | 50 | | |
| **A** | **Sub-Total for Hourly Rates** | | | | |
| | | | | | |
| **B** | **Expenses and Costs** | | | | |
| | Travel (Travel rates to site measured from the Municipal Building in York Street, George - must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time) | R/km | 3 000,00 | | |
| | Recoverable Costs (e.g., Sub-Consultants etc. R100 000 used for tender purposes) (The service provider will procure the services of subconsultants on a three-quote basis where practically possible, for the Employer's approval) **- R100 000 to be included in Sub-Total B** | | | | 100 000,00 |
| | Percentage markup on Recoverable Costs above | % | n/a | | |
| **B** | **Sub-Total for Expenses and Costs** | | | | |
| | | | | | |
| **C** | **Percentage Fee** | | | | |
| | Percentage consulting fee for the normal scope of works as defined by this tender document. (Professional fee scale shall be agreed per project in accordance with the "ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons", as published in Government Gazette No. 52691 of 16 May 2025, and amended from time to time, pertaining to Engineering Projects. | | | | |
| | | | | | |
| | Contract amount for tender purposes (Excl. VAT) | | | | N/A |
| | % ECSA Guideline fee - Influencing factors included | | | | As per ECSA |
| | Prescribed ECSA fee (R,c) - Example of R1,000,000.00 used for tender purposes only | | | | 1 000 000,00 |
| | % Discount Offered - 10% maximum | % | n/a | | |
| | Discount Offered (R,c) | | | | |
| **C** | **Sub-Total for Percentage Fee** | | | | **1 000 000,00** |
| | | | | | |
| **D** | **Construction Monitoring** | | | | |
| | Rates for any additional construction monitoring Work not included in the normal scope of works as defined by this tender document and the ECSA guideline shall be paid according to the following:<br>1. Only the rate per month quoted shall be payable;<br>2. This rate shall include all transport to George Municipality as well as subsistence;<br>3. The rate shall include all accommodation requirements<br>4.Travel rates to site measured from the Municipal Building in York Street, George - must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time | | | | |
| | Category C or Higher - Level 1 (Once every 2 weeks - 5 hours on Site) | R/Month | n/a | Included in fees | |
| | Category C or Higher - Level 2 (Once every week - 5 hours on Site) | R/Month | 12 | | |
| | Category C or Higher - Level 3 (Full time presence) | R/Month | 6 | | |
| | Travel | R/km | 5 000,00 | | |
| **D** | **Sub-Total for Construction Monitoring** | | | | |
| | | | | | |
| | | | | | |
| **Total Costs (A + B + C + D)** | | | | | |
| 15% VAT | | | | | |
| All other applicable taxes - Service provider to define: | | | | | |
| **Total Costs, All Applicable taxes Included - Transferred to Summary** | | | | | |

| PROFESSIONAL ENGINEERING SERVICES: Cat B – Renewable Energy projects | | | | | |
|---|---|---|---|---|---|
| | **Description** | **Unit** | **Quantity** | **Unit Rate** | **Total Cost** |
| | | | | | |
| **A** | **Hourly Rates (Travel to George excluded - Can included travel time to site- or meetings)** | | | | |
| | Project Leader - Category C or higher **- Minimum Rate: R900** | hr | 50 | | |
| | Design Engineer - Category C or higher **- Minimum Rate: R800** | hr | 100 | | |
| | Contracts Engineer - Category C or higher **- Minimum Rate: R700** | hr | 100 | | |
| | CAD operator - Category D **- Minimum Rate: R350** | hr | 50 | | |
| | GIS Operator - Category D **- Minimum Rate: R450** | hr | 50 | | |
| **A** | **Sub-Total for Hourly Rates** | | | | |
| | | | | | |
| **B** | **Expenses and Costs** | | | | |
| | Travel (Travel rates to site measured from the Municipal Building in York Street, George - must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time) | R/km | 3 000,00 | | |
| | Recoverable Costs (e.g., Sub-Consultants etc. R100 000 used for tender purposes) (The service provider will procure the services of subconsultants on a three-quote basis where practically possible, for the Employer's approval) **- R100 000 to be included in Sub-Total B** | | | | 100 000,00 |
| | Percentage markup on Recoverable Costs above | % | n/a | | |
| **B** | **Sub-Total for Expenses and Costs** | | | | |
| | | | | | |
| **C** | **Percentage Fee** | | | | |
| | Percentage consulting fee for the normal scope of works as defined by this tender document. (Professional fee scale shall be agreed per project in accordance with the "ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons", as published in Government Gazette No. 52691 of 16 May 2025,<br>and amended from time to time, pertaining to Engineering Projects. | | | | |
| | | | | | |
| | Contract amount for tender purposes (Excl. VAT) | | | | N/A |
| | % ECSA Guideline fee - Influencing factors included | | | | As per ECSA |
| | Prescribed ECSA fee (R,c) - Example of R1,000,000.00 used for tender purposes only | | | | 1 000 000,00 |
| | % Discount Offered - 10% maximum | % | n/a | | |
| | Discount Offered (R,c) | | | | |
| **C** | **Sub-Total for Percentage Fee** | | | | **1 000 000,00** |
| | | | | | |
| **D** | **Construction Monitoring** | | | | |
| | Rates for any additional construction monitoring Work not included in the normal scope of works as defined by this tender document and the ECSA guideline shall be paid according to the following:<br>1. Only the rate per month quoted shall be payable;<br>2. This rate shall include all transport to George Municipality as well as subsistence;<br>3. The rate shall include all accommodation requirements<br>4.Travel rates to site measured from the Municipal Building in York Street, George - must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time | | | | |
| | Category C or Higher - Level 1 (Once every 2 weeks - 5 hours on Site) | R/Month | n/a | Included in fees | |
| | Category C or Higher - Level 2 (Once every week - 5 hours on Site) | R/Month | 12 | | |
| | Category C or Higher - Level 3 (Full time presence) | R/Month | 6 | | |
| | Travel | R/km | 5 000,00 | | |
| **D** | **Sub-Total for Construction Monitoring** | | | | |
| | | | | | |
| | | | | | |
| **Total Costs (A + B + C + D)** | | | | | |
| 15% VAT | | | | | |
| All other applicable taxes - Service provider to define: | | | | | |
| **Total Costs, All Applicable taxes Included - Transferred to Summary** | | | | | |

| PROFESSIONAL ENGINEERING SERVICES: Cat C – Studies | | | | | |
|---|---|---|---|---|---|
| | **Description** | **Unit** | **Quantity** | **Unit Rate** | **Total Cost** |
| | | | | | |
| **A** | **Hourly Rates (Travel to George excluded - Can included travel time to site- or meetings)** | | | | |
| | Project Leader - Category C or higher **- Minimum Rate: R900** | hr | 50 | | |
| | Design Engineer - Category C or higher **- Minimum Rate: R800** | hr | 100 | | |
| | Contracts Engineer - Category C or higher **- Minimum Rate: R700** | hr | 100 | | |
| | CAD operator - Category D **- Minimum Rate: R350** | hr | 50 | | |
| | GIS Operator - Category D **- Minimum Rate: R450** | hr | 50 | | |
| **A** | **Sub-Total for Hourly Rates** | | | | |
| | | | | | |
| **B** | **Expenses and Costs** | | | | |
| | Travel (Travel rates to site measured from the Municipal Building in York Street, George - must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time) | R/km | 3 000,00 | | |
| | Recoverable Costs (e.g., Sub-Consultants etc. R100 000 used for tender purposes) (The service provider will procure the services of subconsultants on a three-quote basis where practically possible, for the Employer's approval) **- R100 000 to be included in Sub-Total B** | | | | 100 000,00 |
| | Percentage markup on Recoverable Costs above | % | n/a | | |
| **B** | **Sub-Total for Expenses and Costs** | | | | |
| | | | | | |
| **Total Costs (A + B)** | | | | | |
| 15% VAT | | | | | |
| All other applicable taxes - Service provider to define: | | | | | |
| **Total Costs, All Applicable taxes Included - Transferred to Summary** | | | | | |

| PROFESSIONAL ENGINEERING SERVICES: Cat D – Structural | | | | | |
|---|---|---|---|---|---|
| | **Description** | **Unit** | **Quantity** | **Unit Rate** | **Total Cost** |
| | | | | | |
| **A** | **Hourly Rates (Travel to George excluded - Can included travel time to site- or meetings)** | | | | |
| | Project Leader - Category C or higher **- Minimum Rate: R900** | hr | 50 | | |
| | Design Engineer - Category C or higher **- Minimum Rate: R800** | hr | 100 | | |
| | Contracts Engineer - Category C or higher **- Minimum Rate: R700** | hr | 100 | | |
| | CAD operator - Category D **- Minimum Rate: R350** | hr | 50 | | |
| | GIS Operator - Category D **- Minimum Rate: R450** | hr | 50 | | |
| **A** | **Sub-Total for Hourly Rates** | | | | |
| | | | | | |
| **B** | **Expenses and Costs** | | | | |
| | Travel (Travel rates to site measured from the Municipal Building in York Street, George - must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time) | R/km | 3 000,00 | | |
| | Recoverable Costs (e.g., Sub-Consultants etc. R100 000 used for tender purposes) (The service provider will procure the services of subconsultants on a three-quote basis where practically possible, for the Employer's approval) **- R100 000 to be included in Sub-Total B** | | | | 100 000,00 |
| | Percentage markup on Recoverable Costs above | % | n/a | | |
| **B** | **Sub-Total for Expenses and Costs** | | | | |
| | | | | | |
| **C** | **Percentage Fee** | | | | |
| | Percentage consulting fee for the normal scope of works as defined by this tender document. (Professional fee scale shall be agreed per project in accordance with the "ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons", as published in Government Gazette No. 52691 of 16 May 2025, and amended from time to time, pertaining to Engineering Projects. | | | | |
| | | | | | |
| | Contract amount for tender purposes (Excl. VAT) | | | | N/A |
| | % ECSA Guideline fee - Influencing factors included | | | | As per ECSA |
| | Prescribed ECSA fee (R,c) - Example of R1,000,000.00 used for tender purposes only | | | | 1 000 000,00 |
| | % Discount Offered - 10% maximum | % | n/a | | |
| | Discount Offered (R,c) | | | | |
| **C** | **Sub-Total for Percentage Fee** | | | | **1 000 000,00** |
| | | | | | |
| **D** | **Construction Monitoring** | | | | |
| | Rates for any additional construction monitoring Work not included in the normal scope of works as defined by this tender document and the ECSA guideline shall be paid according to the following:<br>1. Only the rate per month quoted shall be payable;<br>2. This rate shall include all transport to George Municipality as well as subsistence;<br>3. The rate shall include all accommodation requirements<br>4.Travel rates to site measured from the Municipal Building in York Street, George - must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time | | | | |
| | Category C or Higher - Level 1 (Once every 2 weeks - 5 hours on Site) | R/Month | n/a | Included in fees | |
| | Category C or Higher - Level 2 (Once every week - 5 hours on Site) | R/Month | 12 | | |
| | Category C or Higher - Level 3 (Full time presence) | R/Month | 6 | | |
| | Travel | R/km | 5 000,00 | | |
| **D** | **Sub-Total for Construction Monitoring** | | | | |
| | | | | | |
| | | | | | |
| **Total Costs (A + B + C + D)** | | | | | |
| 15% VAT | | | | | |
| All other applicable taxes - Service provider to define: | | | | | |
| **Total Costs, All Applicable taxes Included - Transferred to Summary** | | | | | |

| PROFESSIONAL ENGINEERING SERVICES: Cat E – Other | | | | | |
|---|---|---|---|---|---|
| | **Description** | **Unit** | **Quantity** | **Unit Rate** | **Total Cost** |
| | | | | | |
| **A** | **Hourly Rates (Travel to George excluded - Can included travel time to site- or meetings)** | | | | |
| | Project Leader - Category C or higher **- Minimum Rate: R900** | hr | 50 | | |
| | Design Engineer - Category C or higher **- Minimum Rate: R800** | hr | 100 | | |
| | Contracts Engineer - Category C or higher **- Minimum Rate: R700** | hr | 100 | | |
| | CAD operator - Category D **- Minimum Rate: R350** | hr | 50 | | |
| | GIS Operator - Category D **- Minimum Rate: R450** | hr | 50 | | |
| **A** | **Sub-Total for Hourly Rates** | | | | |
| | | | | | |
| **B** | **Expenses and Costs** | | | | |
| | Travel (Travel rates to site measured from the Municipal Building in York Street, George - must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time) | R/km | 3 000,00 | | |
| | Recoverable Costs (e.g., Sub-Consultants etc. R100 000 used for tender purposes) (The service provider will procure the services of subconsultants on a three-quote basis where practically possible, for the Employer's approval) **- R100 000 to be included in Sub-Total B** | | | | 100 000,00 |
| | Percentage markup on Recoverable Costs above | % | n/a | | |
| **B** | **Sub-Total for Expenses and Costs** | | | | |
| | | | | | |
| **C** | **Percentage Fee** | | | | |
| | Percentage consulting fee for the normal scope of works as defined by this tender document. (Professional fee scale shall be agreed per project in accordance with the "ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons", as published in Government Gazette No. 52691 of 16 May 2025,<br>and amended from time to time, pertaining to Engineering Projects. | | | | |
| | | | | | |
| | Contract amount for tender purposes (Excl. VAT) | | | | N/A |
| | % ECSA Guideline fee - Influencing factors included | | | | As per ECSA |
| | Prescribed ECSA fee (R,c) - Example of R1,000,000.00 used for tender purposes only | | | | 1 000 000,00 |
| | % Discount Offered - 10% maximum | % | n/a | | |
| | Discount Offered (R,c) | | | | |
| **C** | **Sub-Total for Percentage Fee** | | | | **1 000 000,00** |
| | | | | | |
| **D** | **Construction Monitoring** | | | | |
| | Rates for any additional construction monitoring Work not included in the normal scope of works as defined by this tender document and the ECSA guideline shall be paid according to the following:<br>1. Only the rate per month quoted shall be payable;<br>2. This rate shall include all transport to George Municipality as well as subsistence;<br>3. The rate shall include all accommodation requirements<br>4.Travel rates to site measured from the Municipal Building in York Street, George - must be in accordance with the national travel policy issued by the National Department of Transport, as updated from time to time | | | | |
| | Category C or Higher - Level 1 (Once every 2 weeks - 5 hours on Site) | R/Month | n/a | | Included in fees |
| | Category C or Higher - Level 2 (Once every week - 5 hours on Site) | R/Month | 12 | | |
| | Category C or Higher - Level 3 (Full time presence) | R/Month | 6 | | |
| | Travel | R/km | 5 000,00 | | |
| **D** | **Sub-Total for Construction Monitoring** | | | | |
| | | | | | |
| | | | | | |
| **Total Costs (A + B + C + D)** | | | | | |
| 15% VAT | | | | | |
| All other applicable taxes - Service provider to define: | | | | | |
| **Total Costs, All Applicable taxes Included - Transferred to Summary** | | | | | |

## C2.3: SUMMARY PAGE FOR SCHEDULE OF RATES

**GEORGE MUNICIPALITY**

**DIRECTORATE: ELECTRICAL ENGINEERING SERVICES**

**TENDER NUMBER: GMT008/26-27: TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**

| Category | DESCRIPTION | AMOUNT, ALL APPLICABLE TAXES INCL. |
|---|---|---|
| A | Construction type project & related works | R |
| B | Energy related projects | R |
| C | Studies & related works | R |
| D | Structural Engineering | R |
| E | Other | R |

Notes:

1. Time based fees are subject to consumer price index (CPI) adjustment in terms of the Contract Data, Clause 3.16: Price-Adjustment to Time-Based Fees for Inflation.

**DECLARATION (In respect of completeness of Tender)**

I/ we, the undersigned, hereby declare that the Schedule of Rates are properly priced and forming Part of this Contract Document, upon which my/our tender for **TENDER NO. GMT008/26-27: TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029** has been based.

I acknowledge that the Schedule of Rates and the rates and sums tendered herein forms the basis to arrive at the offered Contract Sum to render the services as described and are in accordance with the specification and conditions of contract to the entire satisfaction of the George Municipality and subject to the conditions of tender.

The Employer reserves the right to award a contract for all or part of the Works/Services and the Schedule of Rates shall be used to derive the value of the Accepted Contract Amount. (by omitting any number of items from the Schedule of Rates).

*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**

**DIRECTORATE: ELECTRICAL ENGINEERING SERVICES**

**TENDER NUMBER: GMT008/26-27**

**TENDER FOR THE APPOINTMENT OF CONSULTING ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES TO THE ELECTRICAL ENGINEERING DEPARTMENT FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2029.**

# THE CONTRACT

## PART C3: SCOPE OF SERVICES

**CONTENTS**


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| C3.1 | Terms of Reference | 155 |
| C3.2 | Scope of Services | 167 |

# C3.1: TERMS OF REFERENCE

This section specifies and describes the services which are to be provided and any other service requirements and constraints relating to the services to be performed during the period of performance.

### C.3.1.1 PURPOSE OF THE APPOINTMENT

The purpose of this tender is to establish a panel of professional service providers per category.

The provision of professional services relating to the built environment such as Structural and Electrical and other related services as required by the Municipality from time to time, to assist the Municipality in achieving set objectives during the period of performance.

### C3.1.2 EMPLOYER'S OBJECTIVES

Bids are requested for the consulting engineering services for various projects for a three-year financial year period from date of appointment.

Successful bidders will be considered for appointment per project, as and when projects and budgets are approved over the said period. George Municipality reserves the right to appoint single or multiple consultants on the Consultant Panel per category.

The Employers objective with this tender are:

To establish a panel of professional engineering companies specialising in various fields.

The bidders that qualify based on the requirements stipulated in the document will be evaluated based on the set criteria's and may be appointed.

Once the panel has been established per category, the work will be allocated according to the following procedure:

- Once the project has been identified and the budget is available the municipality will determine a scope of work.
- The project will be matched as accurately as possible to the detailed scope of works in this tender documentation work type and the relevant panel appointment for that Category shall be used.
- The scope of work will be sent to the complete panel for that category for an accurate price for the project based on tender rates.
- **For quotation purposes, and in order to compare the quotations received on the same basis, no influencing factors may be applied to the quotation. This includes all duplication or complexity factors. To make this more clear only the standard ECSA fee tables can be applied which includes the primary and secondary fee and no factors could be applied to this calculation.**
- The municipality reserves the right not to request quotes from a firm on the panel in the following circumstances:
    - There be a change in the company certification status, registration or similar submitted with the tender.
    - There be a dispute with the firm.
    - Any letter of non-performance issued to the firm.
    - More than 2 sequential bad performance evaluations during the last 3 months prior to the request for quotation.
- The evaluation will be done per project according to the latest preferential procurement policy as per the details submitted with the tender. The bidder with the highest points will be instructed to proceed with the project.
- Any influencing factors, such as duplication factors for work that is repeating from another project, will be finalised with the service provider after the allocation of the work.

- Should the municipality have a project which was started by a specific consulting engineer the municipality may instruct the same consulting engineer to proceed with the project to eliminate repetition, double works and to ensure continuity, subjected to this same consulting engineer/firm be appointed on a panel or any category and the rates as per tender be applied.
- Should there be a private development or project that trigger upgrades to the Municipal network, the Municipality may instruct the same consulting engineer to proceed with the project to eliminate repetition, double works and to ensure continuity, subjected to this same consulting engineer/firm be appointed on a panel or any category and the rates as per tender be applied.

Disbursements:

- No payments will be made towards printing, data, telephone, internet, PPE, copying, binding, etc. these costs will be bind in the contract.
- Only travelling will be paid according to the tender rates from the municipal building in York Street.
- Payment towards the sub-consultants will also be done according to the rate in the tender document once approved by the municipality. Competitive quoting process to be followed for sub-consultants or other service providers.

General:

- An appointment on the panel does not necessarily mean that work will be allocated.
- Specific instructions will be given in writing according to the panel appointment.
- No payment will be made without the specific instruction to that effect.
- No expenses such as sub-consultants will be done without prior approval.
- No payment will be done without a portfolio of evidence of work done.
- The final payment of fees will not be paid until the work is completed after the twelve-month retention period has lapsed.
- Retention will be applicable on this contract. A two and half percent (2.5%) retention will be held back by the municipality on the fee for a period of twelve months.
- Once appointed the payment will be done according to the bid in line with the tariffs updated from time to time.
- The bill of quantity (BOQ) needs to be competed in full. Should any rates be left out or the bill of quantity (BOQ) be incomplete, the bid will be deemed nonresponsive.

Criteria for breaking deadlock in scoring during the quotation process:

- Step1: If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- Step 2: If two or more tenderers score an equal total number of points, the objective criteria in addition to those contemplated above, shall be the bidder that scored the highest functionality points.
- If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

**Appointment and Remuneration**

An Appointment will be made based on the project per category whereby the Consultant will be remunerated in terms of the fee structure contained in the latest ECSA Guidelines obtainable from ECSA or as per the tender submitted. Interim progress payments will be made upon delivery of invoices and the appropriate supporting documentation with regard to work completed. Regular project monitoring and progress feedback meetings with the employer will be required. The intervals and venue will be determined by the employer. The basic professional fees must make allowance for this. A retention of 2.5 % of the fee will be retained for a period of 12 months after practical completion, once all As-built, test certificates etc. has been handed over to the municipality. No payment will be made without portfolio of evidence.

**Timeframes**

The project timeframe per project will be finalised upon appointment of the consultant. However, it is intended that the appointments per project be made as and when required. These dates can however change due to unforeseen circumstance/issues it is thus paramount that tenderers should take note of clause with regards to this item covered here.

### C3.1.3 LOCATION OF THE WORKS

The George Municipality is the second largest municipality, in terms of population, in the Western Cape Province of South Africa and is situated in the Garden Route District of the province. The town's ideal location between Cape Town and Gqeberha (formerly known as Port Elizabeth), exceptional natural surroundings, temperate climate, outstanding tourism offering, low crime rate, good schools and a national airport are among the many reasons the town has seen significant growth over the past two decades. The area administered by the George Municipality forms part of the larger Garden Route District Municipality's jurisdictional area.

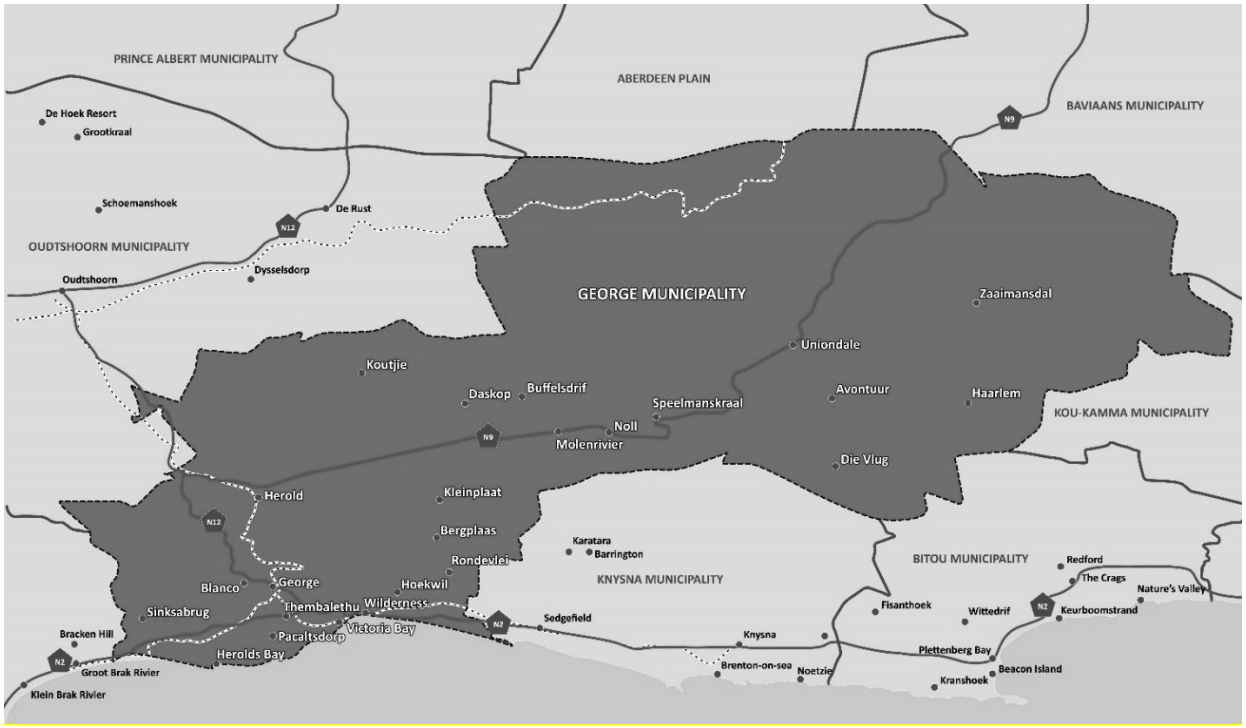



**Figure 2: George Municipal Area**

This area includes the Municipal and Eskom areas of electricity supply. The Municipal electrical supply boundary is shown below:

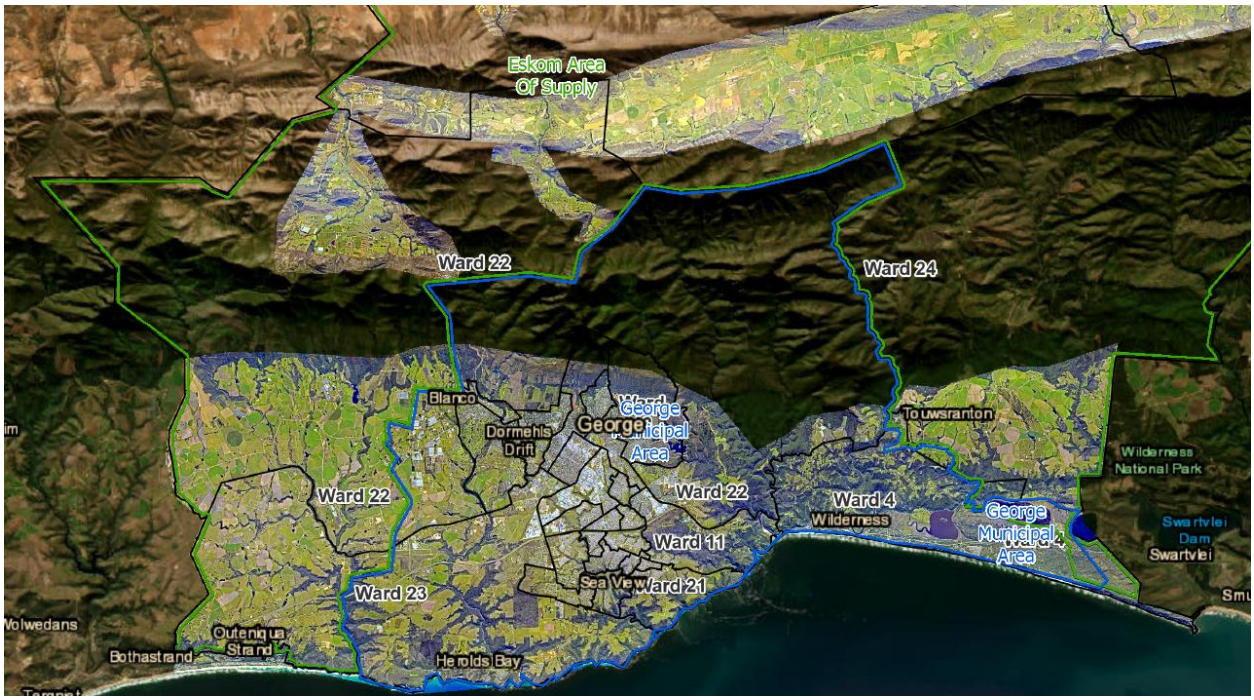



**Figure 3: George & Eskom Area of Supply Boundaries**

The locations of the various projects are mainly in and around the George Municipality area of supply or as required by the municipality. The exact location of the project that is awarded will be made known when the appointment of the successful consultant(s) to a particular project has been finalised.

### C3.1.4 BACKGROUND

As a result of the growth experienced and the continued requirement to upgrade existing infrastructure to ensure an efficient and effective operational standard, the Municipality requires the assistance of external service providers to assist with the assessment, planning, design, and implementation of municipal projects.

### C3.1.5 DELIVERABLES

This tender entails a vast range of professional services that may be required by the Municipality from time to time. The deliverables required will be in terms of the professional services offered.

### C3.1.6 SCOPE OF PROFESSIONAL SERVICES SUMMARY

The scope of services envisaged as part of this tender includes:

| |
|---|
| **Category A: Construction type project & related works** |
| 1. Electrification & Reticulation |
| 2. Distribution networks |
| 3. Streetlighting, High Mast lighting, Sport field lighting & Public lighting |
| 4. Sub-transmission & Substations |
| |
| **Category B: Energy related projects** |
| 5. Renewable Energy Projects (PV, Hydro, Wind etc.) |
| 6. Energy Storage Systems (BESS etc.) |
| 7. IPP & Wheeling Projects |
| 8. Backup Power & Standby Generation |
| |
| **Category C: Studies & related works** |
| 9. Power Systems, Ad Hoc Load Flows, Protection studies & Grid Impact studies |
| 10. Master Planning (including related load flow studies) |

| |
|---|
| 11. Tariffs, Cost of Supply, Vending systems for metering etc. |
| 12. Asset Management, Condition assessments |
| 13. General, Operations support and Technical Advisory |
| |
| **Category D: Structural Engineering** |
| 14. Structural Works (Civil & building related) |
| 15. Overhead Line design related |
| |
| **Category E: Other** |
| 16. Energy Efficiency, Power Quality & Demand Side Management |
| 17. Control & Automation plant (Protection, metering, telemetry, communication) |
| 18. Building installations |
| 19. Traffic Signals & Intelligent Transport Electrical Systems |

The details of the type of work that could be included in each section of works are detailed below. This only gives a general outline of the type of work that can be expected to be allocated to the successful bidder. This can obviously not be an exact description as the projects are not defined at this stage. The work will however be allocated to the section that fits best to the type of service required.

| **Category A: Construction type project & related works** | |
|---|---|
| Electrification & Reticulation | Planning and design of new electricity supply networks for urban, peri-urban, and rural areas.<br><br>MV and LV reticulation layout, load estimation, and network sizing.<br><br>Installation of overhead lines, underground cables, mini-substations, kiosks, and service connections.<br><br>Provision of customer connections, metering, and ready boards/household wiring.<br><br>Upgrading and strengthening of existing reticulation networks to accommodate growth and improve reliability.<br><br>Public lighting associated with electrification & reticulation projects.<br><br>Network studies (load flow, voltage drop, fault levels) to support design.<br><br>Compliance with applicable standards, safety regulations, and utility requirements.<br><br>Construction monitoring, testing, commissioning, and handover of new networks.<br><br>Coordination with town planning, housing, and bulk infrastructure programmes. |
| Distribution networks | Planning, design, upgrading, and reinforcement of MV and LV distribution networks.<br><br>Design of overhead and underground distribution systems, including feeders, ring networks, and radial networks.<br><br>Network load forecasting, capacity assessments, and demand growth planning.<br><br>Integration of new developments and customer connections into existing distribution infrastructure. |

| | |
|---|---|
| | Network optimisation to improve reliability, efficiency, and operational flexibility.<br><br>Power system studies including load flow, fault level, protection coordination, and voltage regulation.<br><br>Planning and implementation of network refurbishment.<br><br>Coordination of switching arrangements and outage planning during construction.<br><br>Construction monitoring, testing, commissioning, and acceptance of distribution infrastructure.<br><br>Compliance with applicable standards, grid codes, utility requirements, and municipal policies. |
| Streetlighting, High Mast lighting, Sport field lighting & public lighting | Planning and design of streetlighting, public lighting, high mast lighting, and sports field lighting systems.<br><br>Lighting calculations to achieve required illumination levels, uniformity, and energy efficiency.<br><br>Selection and specification of luminaires, poles, high masts, brackets, and associated electrical infrastructure.<br><br>Design of underground cable reticulation, distribution kiosks, and lighting control systems.<br><br>Energy-efficient lighting upgrades, including LED conversion projects and smart lighting technologies.<br><br>Lighting assessments for roads, public open spaces, recreational facilities, and municipal infrastructure.<br><br>Design of lighting protection systems, earthing, surge protection, and electrical safety measures.<br><br>Construction supervision, testing, commissioning, and performance verification of lighting installations.<br><br>Lifecycle planning for public lighting infrastructure.<br><br>Compliance with applicable lighting standards, safety regulations, and municipal requirements. |
| Sub-transmission and Substations (66kV -132kV) | Planning and design of new substations and upgrades to existing substations.<br><br>Design of primary plant including transformers, switchgear, busbars, reactors, capacitors, and associated equipment.<br><br>Design of secondary plant including protection, control, metering, SCADA, and communication systems.<br><br>Electrical network studies including load flow, short circuit, protection coordination, stability, and insulation coordination.<br><br>Design of earthing systems, lightning protection, cable systems, and auxiliary services.<br><br>Integration of substations into existing transmission and distribution networks. |

| | |
|---|---|
| | Development of technical specifications, tender documentation, and construction drawings.<br><br>Construction monitoring, factory acceptance testing, site acceptance testing, commissioning, and energisation support.<br><br>Asset refurbishment and replacement planning.<br><br>Compliance with grid codes, utility standards, and applicable legislation. |

| **Category B: Energy related projects** | |
|---|---|
| Renewable Energy Projects (PV, Hydro, Wind etc.) | Feasibility studies, planning, and design of renewable energy generation facilities.<br><br>Grid integration studies and network connection assessments.<br><br>Utility-scale and municipal photovoltaic system design.<br><br>Small hydroelectric and wind energy project development.<br><br>Hybrid renewable energy system design.<br><br>Energy yield assessments and resource evaluation.<br><br>Electrical balance of plant design.<br><br>Preparation of tender documentation and technical specifications.<br><br>Construction monitoring, testing, commissioning, and performance verification.<br><br>Compliance with applicable standards, grid codes, licensing requirements, and environmental regulations. |
| Energy Storage Systems (BESS etc.) | Feasibility studies and planning of battery energy storage systems.<br><br>Design of utility-scale and distributed energy storage installations.<br><br>Grid integration and operational optimisation of battery systems.<br><br>Battery sizing, technology selection, and lifecycle assessments.<br><br>Protection, control, metering, and energy management system integration.<br><br>Design of associated substations, inverter systems, and balance of plant.<br><br>Development of operational strategies including peak shaving, backup power, and renewable integration.<br><br>Construction supervision, commissioning, testing, and performance validation.<br><br>Safety studies including fire protection, thermal management, and operational risk assessments.<br><br>Compliance with applicable standards and utility requirements. |

| | |
|---|---|
| IPP & Wheeling Projects | Technical advisory services for Independent Power Producer projects.<br>Grid connection studies and network impact assessments.<br>Wheeling feasibility studies and network utilisation assessments.<br>Design and review of electrical connection infrastructure.<br>Preparation of technical specifications, connection agreements, and utility interface documentation.<br>Power system modelling, protection studies, and operational assessments.<br>Support during regulatory approval processes.<br>Metering system design and energy accounting requirements.<br>Commissioning support and grid compliance verification.<br>Legal assistance during contract establishment.<br>Compliance with applicable legislation, grid codes, and utility requirements. |
| Backup Power & Standby Generation | Planning and design of standby generation systems for municipal and critical infrastructure.<br>Generator sizing and load assessments.<br>Design of automatic transfer systems and synchronisation arrangements.<br>Integration with existing electrical infrastructure and renewable energy systems.<br>Fuel storage, auxiliary systems, and operational support design.<br>Protection, control, monitoring, and remote communication systems.<br>Noise mitigation and environmental compliance considerations.<br>Construction supervision, testing, commissioning, and acceptance testing.<br>Lifecycle planning and condition assessments of standby generation assets.<br>Compliance with applicable safety standards and statutory requirements. |

| **Category C: Studies and related works** | |
|---|---|
| Power Systems, Ad Hoc Load Flows, Protection studies & Grid Impact studies | Power system modelling and network analysis.<br>Load flow, fault level, voltage regulation, harmonic, and stability studies.<br>Protection coordination and relay grading studies.<br>Grid impact assessments for new loads and generation facilities. |

| | |
|---|---|
| | Hosting capacity and network constraint analysis.<br>Arc flash and power quality assessments.<br>Development of network reinforcement recommendations.<br>Preparation of technical reports and implementation strategies.<br>Independent technical reviews and peer assessments.<br>Compliance with applicable grid codes and utility standards. |
| Master Planning (including related load flow studies) | Development of long-term electricity master plans.<br>Demand forecasting and network growth planning.<br>Infrastructure capacity assessments and investment planning.<br>Load flow modelling and future network scenario analysis.<br>Spatial planning integration with municipal development frameworks.<br>Identification and prioritisation of network expansion projects.<br>Asset replacement and refurbishment planning.<br>Capital expenditure planning and budgeting support.<br>Strategic technical advisory services.<br>Alignment with municipal planning objectives and regulatory requirements. |
| Tariffs, Cost of Supply, Vending systems for metering etc | Cost of Supply studies and tariff modelling.<br>Revenue analysis and tariff restructuring.<br>Financial modelling of electricity distribution services.<br>Benchmarking of municipal electricity tariffs.<br>Vending and prepaid metering systems.<br>Metering strategy development and revenue protection initiatives.<br>Technical advisory services relating to electricity pricing.<br>Development of tariff implementation strategies.<br>Compliance with regulatory and licensing requirements. |
| Asset Management, Condition assessments | Asset condition assessments and technical audits.<br>Asset register development and verification.<br>Asset lifecycle management and renewal planning.<br>Risk-based maintenance and replacement strategies.<br>GIS data capture, validation, and integration.<br>Development and implementation of asset management systems.<br>Infrastructure performance assessments.<br>Data collection, analysis, and reporting. |

| | |
|---|---|
| | Integration with municipal enterprise and maintenance systems.<br>Compliance with recognised asset management principles and standards. |
| General, Operations support and Technical Advisory | Technical advisory services for municipal electricity operations.<br>Independent engineering reviews and specialist investigations.<br>Development and review of technical specifications and standards.<br>Assistance with procurement processes and tender evaluations.<br>Operational performance assessments and improvement initiatives.<br>Investigation of network failures and technical incidents.<br>Policy development and regulatory advisory services.<br>Project management and contract administration support.<br>Technical training and capacity development.<br>Specialist engineering support to municipal management and operational personnel. |

| **Category D: Structural Engineering** | |
|---|---|
| Structural Works (Civil and building related) | Structural design of foundations, support structures, buildings, and associated electrical infrastructure.<br>Design of reinforced concrete, steel, and composite structures.<br>Structural assessments and condition evaluations of existing infrastructure.<br>Design of retaining walls, cable trenches, plinths, and equipment foundations.<br>Preparation of structural calculations, drawings, and technical specifications.<br>Construction monitoring and quality assurance.<br>Rehabilitation and strengthening of existing structures.<br>Geotechnical coordination and foundation investigations.<br>Structural inspections and certification.<br>Compliance with applicable structural design standards and regulations. |
| Overhead Line design related | Planning and design of overhead power lines.<br>Route selection, line profiling, and optimisation.<br>Pole and tower structural design.<br>Conductor selection, sag and tension calculations.<br>Foundation design and structural assessments. |

| | |
|---|---|
| | Line crossings and servitude planning.<br>Lightning protection and earthing design.<br>Preparation of construction drawings and specifications.<br>Construction supervision, testing, and commissioning support.<br>Compliance with applicable utility standards and statutory requirements. |

| **Category E: Other** | |
|---|---|
| Energy Efficiency, Power Quality & Demand Side Management | Energy audits and efficiency assessments.<br>Development of demand side management programmes.<br>Power quality investigations and mitigation measures.<br>Harmonic, flicker, voltage variation, and power factor studies.<br>Identification and implementation of energy-saving opportunities.<br>Evaluation of municipal energy performance.<br>Development of energy management strategies.<br>Monitoring and verification of energy efficiency projects.<br>Technical advisory services on energy optimisation.<br>Compliance with applicable standards and energy regulations. |
| Control & Automation plant (Protection, metering, telemetry, communication) | Design of protection, control, automation, and SCADA systems.<br>Design and integration of telemetry and communication networks.<br>Protection relay coordination and configuration.<br>Metering system design and advanced metering infrastructure.<br>PLC, RTU, HMI, and automation system design.<br>Network communication system design using fibre optic, wireless, and other communication technologies.<br>System integration with existing municipal operational platforms.<br>Factory acceptance testing, site acceptance testing, commissioning, and system validation.<br>Cybersecurity considerations for operational technology systems.<br>Compliance with applicable communication, protection, and automation standards. |
| Building installations | Design of electrical services for commercial, industrial, institutional, and municipal buildings.<br>Design of LV distribution systems, switchboards, and standby power systems. |

| | |
|---|---|
| | Internal lighting, emergency lighting, and small power installations as well as supplies to CCTV and security installations.<br><br>Design of earthing, lightning protection, and surge protection systems.<br><br>Integration of renewable energy, backup power, and energy-efficient technologies.<br><br>Fire detection, access control, and building management system interfaces.<br><br>Electrical compliance inspections, testing, and commissioning.<br><br>Preparation of technical specifications, drawings, and tender documentation.<br><br>Construction monitoring and quality assurance.<br><br>Compliance with applicable building regulations and electrical installation standards. |
| Traffic Signals & Intelligent Transport Electrical Systems | Planning and design of traffic signal installations and intersection control systems.<br><br>Design of electrical infrastructure supporting intelligent transport systems.<br><br>Signal controller selection, programming, and integration.<br><br>Design of communication, telemetry, and remote monitoring systems.<br><br>Design of standby power and UPS systems for traffic signal installations.<br><br>Integration of CCTV, traffic monitoring, and smart transport technologies.<br><br>Traffic signal refurbishment, upgrades, and asset replacement planning.<br><br>Construction supervision, testing, commissioning, and operational verification.<br><br>Fault investigations and operational performance assessments.<br><br>Compliance with applicable traffic engineering standards, municipal requirements, and electrical safety regulations. |

# C3.2: SCOPE OF SERVICES

## SCOPE OF PROFESSIONAL SERVICES

### General

The services to be provided by the various service providers will be outlined in this section of the tender document.

**All works shall be done according to the ECSA guidelines and FIDPM framework as follows:**

- **"ECSA Guideline Scope of Services and Professional Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000", as published in Government Gazette No. 52691 of 16 May 2025.**
- **Framework for Infrastructure Delivery and Procurement Management, May 2019, Effective Date: 01 October 2019**

Where the services to be provided are outlined in terms of the professional body, such services and the associated fees or hourly rates shall be based on the latest revisions of the relevant Acts and guidelines, at the time of preparing this tender document.

### Contract Works Claims Reporting Procedures

### Reporting of Incidents

In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor/Sub-contractors and Project Leader will adhere to the following procedures:

1. In addition to any statutory obligations and/or requirements contained in the General.
2. Conditions of Contract, the Contractor shall notify the Employer and the Project.
3. Manager of every occurrence within 48 (forty-eight) hours giving the circumstances.
4. Nature and an estimate of the loss or damage.
5. The Project Leader will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Leader more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident, but the Project Leader must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.
6. The following documentation must be included with the claim documentation:
    - Photos of damages caused or suffered as proof or substantiation of the claims.
7. In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage.
8. GM's Finance department will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Leader, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.

### Reporting of Catastrophic Incidents

In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than **R250**

**000,00**, the Contractor and the Project Leader will adhere to the following procedures:

1. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Leader of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.
2. The Project Leader must notify the Municipality on the same day that the Contractor/Sub-contractor has notified the Project Leader of the incident.
3. GM's Finance department will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Leader, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage.
4. The Project Leader will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Leader more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.

**Reporting of Crime Related Incidents**

All crime related incidents, losses, or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer, and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.

**Risk Management**

The concept of risk shall be discussed at all meetings, starting with the hand-over meeting. The Service Provider shall identify restrictions and limitations on the design development that the various processes may impose, estimate the probability that they will impact on performance, advise what measures are proposed to avoid them and what mitigating measures could be taken to mitigate in the event they do occur. This creates a risk register that must be raised and discussed at each successive progress meeting. Used properly and as intended, the risk register will predict or pre-warn of change; as the probability of an event increases so will the need for an authorization to approve extension of time, or allocation of funds become more certain.

A base risk register shall be discussed and recorded at the hand-over meeting. It shall be revisited at each successive progress meeting to confirm the status of each risk and record any changes. Risks may be added or removed as the project progresses. A fundamental element of risk assessment, amongst others, will be economic afford ability. This means that each design strategy must be separately and broadly estimated for comparison against the basis of the Employers budget for the project. In essence, this analysis relates to testing the economic and technical feasibility of the Employers envisage design strategy. Similarly, other identified risks will have a cost element to them, and these must also be brought to the Employer's attention for discussion and decision.

**Procedure for procurement of Sub-Service Providers**

A sub-service provider means any service necessary for the production of the project design and later construction which is performed by someone other than the Service Provider. A sub-service procured directly by the Service Provider requires the Service Provider to enter into a sub-service agreement with that subservice provider. The relationship between the Service Provider is that of contractor/sub-contractor. Another type of sub-service provider is less direct because the service required has already been procured by the Employer under a separate agreement. The role of the Service Provider in the management of this sub-service provider is that of Employer's agent. In both cases the Service Provider is responsible for the performance of the subservice.

Procurement of the sub-service shall be undertaken by means of a quotation/tender process. The Service Provider shall compile and issue the relevant approved terms of reference, together with the relevant work/pricing schedules. This will require the Service Provider to advertise for an open tender process or invite quotations from identified potential sub-service providers to submit tender documents. Submitted quotations/tenders, in a sealed envelope, are to be submitted directly to the offices as agreed to by the date and time agreed. The Service Provider shall analyse all offers and submit a report with recommendations to the Employer for approval prior to the appointment of any sub-service provider. Once approved, the Service Provider shall enter into an agreement with the sub-service provider with a copy of same to the Employer

**Training**

The Employer encourages training of candidate engineers or undergraduates requiring experiential training on all projects. The Employer may request the opportunity for students and candidate engineers to receive training. The placement of the Employers candidate engineers with the Service Provider is for training distinctly geared to professional registration with the Engineering Council of South Africa (ECSA). The training provided shall be predominantly, but not exclusively, related to the specific project and may be subject to scrutiny and inspection by the Employer. Trainees will be expected to work according to the Service Providers terms and conditions of employment, especially those related to confidentiality. They are to be treated as if they were the Service Providers own full time personnel. No allowances shall be made for working overtime.

**Multiple Strategies**

The Service Provider is appointed on the understanding that the Service Provider is capable of providing a design that is not just fit for purpose but also provides value for money. The Service Provider is to make sure that they are fully informed of the Employers budget allowance for the project. It is expected of the Service Provider to interrogate the appropriateness of designs and to offer alternatives for consideration by the Employer.

**Service Providers Estimated Cost of Works**

The Service Provider shall at the completion of every stage or phase provide the Employer with an updated realistic estimate of the cost of the works and timelines every quarter or as and when required by the Employer.

**Communication Management**

Communication management must be identified on project commencement and discussed with the Employer as to who shall be responsible for liaising with which party and to define the limits or authority that either party has to speak for or to commit the other. At the earliest stage of design, the Service Provider should already have identified the relevant and potential stakeholders in the project and list those that may play a sanctioning role that could accelerate or delay delivery of the project.

The Service Provider shall identify other Authorities and Stakeholders who must be consulted about the design and implementation of the project and the degree to which liaison with each is expected. In addition, the Service Provider shall compile a list of the relevant persons, their capacity to act for such authority or body and their contact details, with who liaison must take place but shall not commit to any meetings without first engaging the Employer to confirm how and when such meetings should be held.

During the development of the design and the construction phases the Service Provider shall continue these same liaison duties, including representing the Employer if so authorised and providing the Employer with written records of all liaisons and conversations.

**Identification of Statutory and Regulatory Controls**

The Service Provider shall identify legislation applicable to this project and bring to the notice of the Employer together with recommendation how compliance hereto can be incorporated into the project design.

**Personnel to be allocated to the projects**

The Tenderer shall have permanently employed, or have secured by legally binding agreement, appropriately qualified personnel registered with the Engineering Council of South Africa (ECSA) in the applicable

professional category. The registration category shall be appropriate to the nature, complexity and risk of the services to be performed. Acceptable registration categories include Professional Engineer (Pr Eng), Professional Engineering Technologist (Pr Tech Eng), and Professional Engineering Technician (Pr Eng Techni), provided that the responsibilities assigned are consistent with the individual's scope of registration under the Engineering Profession Act, 2000 (Act No. 46 of 2000).

The following minimum registration category may be required for the Project Leader for the various work-types as identified in the scope of works:

| No. | Service Category | Minimum Responsible Professional |
|---|---|---|
| **Category A – Construction Type Projects** | | |
| 1 | Electrification & Reticulation | **Pr Tech Eng** |
| 2 | Distribution Networks (MV/LV) | **Pr Tech Eng** |
| 3 | Street Lighting, High Mast Lighting, Sports Field Lighting & Public Lighting | **Pr Tech Eng** |
| 4 | Sub-transmission Networks & Substations (33kV and above, including protection) | **Pr Eng** |
| **Category B – Energy Related Projects** | | |
| 5 | Renewable Energy Projects (PV, Hydro, Wind, Embedded Generation) | **Pr Eng** |
| 6 | Energy Storage Systems (BESS) | **Pr Eng** |
| 7 | IPP, Wheeling & Grid Connection Projects | **Pr Eng** |
| 8 | Backup Power & Standby Generation (Pr Eng where paralleling with the utility network or large generating plants is involved) | **Pr Tech Eng** |
| **Category C – Studies & Related Works** | | |
| 9 | Power System Studies, Load Flow, Protection Studies & Grid Impact Studies | **Pr Eng** |
| 10 | Master Planning (including network modelling and load flow studies) | **Pr Eng** |
| 11 | Tariffs, Cost of Supply, Vending Systems & Metering Studies | **Pr Eng** |
| 12 | Asset Management & Condition Assessments | **Pr Tech Eng** |
| 13 | General Operations Support & Technical Advisory | **Pr Tech Eng** |
| **Category D – Structural Engineering** | | |
| 14 | Structural Works (Civil & Building Related) | **Pr Eng (Civil/Structural)** |
| 15 | Overhead Line Structural Design | **Pr Eng (Civil/Structural)** |
| **Category E – Other** | | |
| 16 | Energy Efficiency, Power Quality & Demand Side Management | **Pr Eng** |

| No. | Service Category | Minimum Responsible Professional |
|---|---|---|
| 17 | Control & Automation, Protection, Metering, Telemetry & Communication Systems | **Pr Eng** |
| 18 | Building Electrical Installations | **Pr Tech Eng** |
| 19 | Traffic Signals & Intelligent Transport Electrical Systems | **Pr Tech Eng** |

The Service Provider will be required to perform project management services in line with the ECSA guideline and the FIDPM requirements for the duration of the contract/project and are to be performed by the key personnel.

These services will include, but not be limited to the following:

- Attendance of project meetings.
- Preparation for meetings which includes preparation of agendas, drafting and circulating minutes.
- Overall project management in achieving project deliverables, which include all gates as defined by the FIDPM.
- Management of key personnel and various teams, subconsultants and specialist service providers to execute the requirements in achieving project deliverables.
- Communication with project team / parties and other stakeholders to fulfill project requirements and achieve project deliverables.
- Collation of information for monthly progress reporting and progress meetings.
- Contract administration.
- Financial administration, etc.

**Progress reports**

The Service Provider shall prepare and submit monthly progress reports to the Employer.
The progress report shall cover the following aspects as a minimum:

- Progress for the month
- Resources
- Technical details
- Stakeholders
- Cash flow
- Expenditure
- Programme
- Action status and progress
- Information required

Progress reports shall be submitted to the assigned Employers Representative of the individual project at least 2 days prior to the monthly progress meeting, unless agreed otherwise.

**Meetings**

The Service Provider will be required to prepare for, attend and take minutes of meetings (inaugural/inception, progress, stakeholder engagement, co-ordination etc.).

The relevant key personnel must be present at the meeting(s).

Minutes of meetings must be submitted to all attendees within 14 days upon conclusion of the meeting.

The meeting discussion topics shall include Progress for the month as captured in the progress report, Resources, Technical details, Stakeholders, Cash flow, expenditure, Programme, Action items and status and Information required.

The monthly progress report must be tabled at the progress meetings.

**Management of Subconsultants and Others**
The Service Provider will be required to manage subconsultants and any other Service Providers required as part of the services to achieve the project deliverables.

The service provider will be required to:
- Request a minimum of three (3) quotations from the necessary subconsultant service providers.
- Evaluate quotations in terms of the latest preferential procurement policy and regulations.
- Prepare and submit an evaluation report to the Employer for review and approval.
- Appoint subconsultant and enter into a formal agreement.
- Review and approve invoices and make payment of invoices for services rendered.
- Submit invoices of sub-consultant to the Employer for approval and payment on a monthly basis by the agreed submission date.

**Copyright**
Copyright of all documents, data, and models prepared for the Project/individual work package, including intellectual property, shall vest with the Employer. Editable information is to be submitted upon request and with the close out report.

**EXPENSES AND COSTS**
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.

**Travelling Expenses**
Travelling by motor vehicle will be reimbursed in accordance with the Department of Public Works (DoPW) Rates for Reimbursable Expenses – Table 3.

The **maximum vehicle engine capacity** claimable under this contract is **1951 – 2150cc**.

Travelling claims shall include the provision of a logbook (start and end odometer readings, date of travel, travel information to and from and total distance per trip) – and 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 as applicable.

Travelling by air, except if ordered by the Employer in writing, is not claimable. Payment of expenses relating to parking, toll fees, car hire, train, bus, tax or e-haling services or any other associated expense and cost is not claimable, except if ordered by the Employer in writing.

**Travelling time**
Except if ordered by the Employer in writing, is not claimable.

Travelling time by motor vehicle greater than 1 hour or 50km per trip (being 2 hours and 100km per return trip), if applicable and agreed to, is claimable and at 100% of the approved/tendered time-based rate. Travelling time by air, if applicable and agreed to, is claimable but at 50% of the approved/tendered time-based rate.

**Other costs**
a) Accommodation and Subsistence Expenses
Except if ordered by the Employer in writing, is not claimable.
b) Mark-up on Provisionals
All other costs incurred to achieve project deliverables on behalf of and with approval of the Employer, will be remunerated at the tendered percentage mark-up.

The Service Provider will be required to:

- Obtain at least 3 quotations from the service provider that can provide the relevant services.
- Evaluate quotations in terms of the latest preferential procurement policy and regulations.
- Prepare and submit evaluation report to the Employer for review and approval.
- Appoint a service provider to perform the necessary services.
- Enter into an agreement with the appointed service provider.
- Payment of monthly invoices for services rendered.
- Review and approve invoices and make payment of invoices for services rendered.

**Time-Based Fees**

Time-based rates are all-inclusive rates, including allowances for overhead charges incurred by the service provider as part of normal business operations, including the cost of management, as well as payments to administrative, clerical, and secretarial staff used to support professional and/or technical staff in general and not on a specific project only.

The fee payable for a person provided as a replacement to a named person or key person, the rate shall not exceed that which would have been payable to the person replaced.

**PROJECT IMPLEMENTATION**

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 for the construction contract. The Ward Councillor and Social Facilitator will assist with the recruitment of candidate(s).

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, must have valid and active employment contracts and receive monthly payslips.

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 is available on the municipal website.

A draft tender document has been developed (and is continuously updated) by the George Municipality. The draft standard tender document shall be used to prepare tender documents for all construction projects. The service provider is reminded that the responsibility of drafting the tender document remains with the service

provider irrespective of the standard tender document available for use, and that the service provider shall treat the standard tender document as a document being drafted under his/her management and shall confirm that all sections of the tender document are relevant and up to date with the scope of works for which the tender is being compiled.

Tender 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 service provider.

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.

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.

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. Two 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 as applicable.

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. Hard copy drawings A1 in size are to be submitted as the final drawings as part of the close out report.

Close Out Report
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 Employer will withhold the retention amount until such time that the final as built drawings and close out report (hard and soft copies as required) is submitted to the Employer.

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.

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)**
Health and Safety Agent:
*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.*

Service Provider:

In terms of the above Regulations, the Service Provider shall assist the Employer in fulfilling the following tasks:

- Invite the appointed agent to progress meetings (pre and post construction), design workshops, technical interface meetings, construction inaugural meetings etc.
- Share approved concept and viability and detail design reports and drawings with the agent.
- Incorporate the site-specific baseline risk assessment and site-specific health and safety specification developed by the independent agent into the design (2014 Construction Regulations, Regulation 5(1)(d))
- Include the site-specific baseline risk assessment and site-specific health and safety specification into the tender document. (2014 Construction Regulations, Regulation 5(1)(f))
- Prepare a BoQ containing all required H&S requirements as per the site-specific documents and submit to the agent for review and approval.
- Submit the preferred construction Tenderers BoQ to the agent, to allow the agent to assess if the preferred construction Tenderer adequately priced for all H&S items. (2014 Construction Regulations, Regulation 5(1)(g))
- Confirm all documentation including registration with the compensation fund or licensed compensation insurer is in place (2014 Construction Regulations, Regulation 5(1)(j))
- Assist the Employer in ensuring that Regulation 5: Duties of the Client is adhered to.
- Perform the duties of Regulation 6: Duties of the Designer