



DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T/ING/018/2024

TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES

<u>ENQUIRIES:</u>		<u>ISSUED BY:</u>	
George Municipality Directorate: Civil Engineering Services		George Municipality Directorate: Civil Engineering Services	
Contact Person: Melanie Geyer Tel: 044 801 9268 (internal extension: 1607) Email: mgeyer@george.gov.za		PO Box 19 George 6530	
VOLUME 1 OF 1: RETURNABLE DOCUMENT			
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF BIDDER:			
CENTRAL SUPPLIER DATABASE NO.:	MAAA		
PREFERENCES CLAIMED FOR:			
B-BBEE Status Level of Contributor:		Preference Points Claimed:	
B-BBEE certificates submitted with the tender document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
TENDER CLOSURES AT 12H00 ON 26 AUGUST 2024			

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

For official use.
Signatures of SCM Officials at Tender Opening:
1.
2.

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 : T/ING/018/2024

COMPULSORY CLARIFICATION MEETING : Tuesday, 30 July 2024 at 13h00

VENUE FOR COMPULSORY CLARIFICATION MEETING : Compulsory clarification meeting will be held at:
George Municipality Main Building,
71 York Street
(Entrance to the venue is in York Street)
Conference Hall/Room

CLOSING DATE : Monday, 26 August 2024

CLOSING TIME : 12h00

LOCATION OF TENDER BOX : Located at the George Municipality Main Building, 71 York Street, 1st Floor, Financial Services Directorate, Supply Chain Management, Civic Centre, York Street, George

EXECUTIVE OVERVIEW

This tender consists of 44 projects in total that includes a variety of projects for which professional services are required. The professional services relate to the built environment, environment-, financial-, disaster management-, planning, innovation-, and other services as required by the Municipality from time to time, to assist the Municipality in achieving set objectives during the period of performance. A complete list of the projects under this tender is available as Annexure C4.3: Project List.

The purpose of this tender is to establish a panel of consultants for a period of three years to assist the Municipality in achieving strategic objectives as outlined in the Integrated Development Plan.

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SCHEDULE OF DOCUMENTS

The following documents form part of this Contract:

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GEORGE MUNICIPALITY
DIRECTORATE: CIVIL ENGINEERING SERVICES
TENDER NUMBER: T/ING/018/2024
TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES

THE TENDER
PART T1: TENDERING PROCEDURES

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the **TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES.**

This tender includes the following professional services:

- Engineering (civil including transportation, structural, mechanical, electrical, and electronic)
- Architectural and associated services
- Environmental Assessment Practitioners
- Urban Design
- Town and Regional Planning
- Quantity Surveying
- Innovation Capacity Enhancement
- Disaster Management
- Infrastructure Management Information System
- Lifecycle planning, governance, and finance and associated services
- Project Management
- Other ad-hoc services etc.

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

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

Tender No. T/ING/018/2024 must be placed in the tender box at the **George Municipality, Main Building on the First Floor, Financial Services Directorate, Supply Chain Management Unit, Civic Centre, 71 York Street, George** by no later than **12:00** on **26 August 2024**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. Telegraphic, telephonic, telex, facsimile, or e-mail will not be accepted.

Tender documents will be made available from the date of advertisement and will be available on the municipal website, free of charge.

A non-refundable deposit of **R284.05** per hard copy document must be paid at the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Banking Details

Account Name: George Municipality
 Account Type: Public Sector Cheque Account
 Bank: First National Bank
 Account Number: 62869623150

Tenders word hiermee ingewag vir die **DRIEJAARLIKSE: VOORSIENING VAN PROFESSIONELE DIENSTE.**

Hierdie tender sluit die volgende professionele dienste in:

- Ingenieurswese (siviel insluitend vervoer, struktureel, meganiese, elektriese en elektroniese)
- Argitektoniese en verwante dienste
- Omgewingsbeoordelingspraktisyns
- Stedelike Ontwerp
- Stad- en Streeksbeplanning
- Bourekenaarskap
- Verbetering van Innovasiekapasiteit
- Rampbestuur
- Infrastruktuur Bestuurinligting Stelsels
- Lewensiklusbeplanning, bestuur en finansies en verwante dienste
- Projek bestuur
- Ander ad-hoc dienste ens.

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

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

Tender Nr. T/ING/018/2024 moet voor **26 August 2024** om **12:00** in die tender bus by die **George Munisipaliteit, Hoof Gebou op die Eerste Vloer, Finansiële Dienste Direkoraat, 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 sal per telegrafiese, telefoniese, teleks, faks, of e-pos aanvaar word nie.

Tender dokumente sal beskikbaar wees vanaf die datum wat die tender adverteer word op die munisipale webwerf, en sal gratis wees.

'n Nie-terugbetaalbare deposito van **R284.05** per harde kopie dokument moet by die Voorsieningskanaal-bestuurseenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George betaal word.

Bank Besonderhede

Rekening Naam: George Munisipaliteit
 Rekening Tipe: Publieke Sektor Tjek Rekening
 Bank: Eerste Nasionale Bank
 Rekening Nommer: 62869623150

Branch Code: 210554
 Swift Code: FIRNZAJJ
 Reference: T/ING/018/2024

Tak Kode: 210554
 Swift Kode: FIRNZAJJ
 Verwysing: T/ING/018/2024

A compulsory clarification meeting with suitable representatives of the Employer will be held at George Municipal Main Building - Conference Hall/Room, 71 York Street, George at **13:00 on 30 July 2024**.

'n Verpligte inligtingsvergadering met geskikte verteenwoordigers van die Werkgewer sal op **30 Julie 2024 om 13:00** gehou word by die George Munisipale Hoof Gebou – Konferensie Saal, Yorkstraat 71, George.

There will be an attendance register for the compulsory clarification meeting that must be signed.

Daar gaan 'n bywoningsregister wees vir die verpligte inligtingsvergadering wat geteken moet word.

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.

'n **Tegniese werknemer** van die voornemende Tenderaar, met voldoende kwalifikasies en ervaring om die implikasie van die betrokke werk te begryp, moet die voornemende tenderaar verteenwoordig tydens die verpligte inligtingsvergadering, **en wie direk betrokke sal wees** by die samestelling/voorbereiding van die tender.

The certificate of attendance will only be signed after the compulsory clarification meeting.

Die sertifikaat van bywoning sal na die verpligte inligtingsvergadering geteken word.

Tender Predetermined Criteria:

Tender Voorafbepaalde Kriteria:

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

Slegs tenderaars wat voldoen aan die volgende kriteria sal toegelaat word om te tender.

Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work and who have completed the relevant NQF Level 5 Unit Standards in labour-intensive competencies. Refer to Tender Data Clause C.3.8.3.

Slegs tenderaars wat bestuur en toesighoudende personeel in diens het wat aan die vereistes van die werkomvang voldoen, en wat ook die kursus in arbeidsintensiewe konstruksie NQF vlak 5 Eenheid Staandaarde voltooi het. Verwys na Tender Data Klousule C.3.8.3.

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.

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.

Only those tenderers who comply with the conditions of tender stated in Clauses C.2.1 and C.3.8.3.

Slegs Tenderaars wat voldoen aan die kondisies van tender soos beskryf in Klousules C.2.1 en C.3.8.3.

Tenders will be evaluated and awarded as follows:

Tenders sal as volg ge-evalueer en toegeken word:

Stage 1: Functionality

Only Tenders scoring a minimum of **64.60** out of **95** points (68%) will be further evaluated in terms of Stage 2: Price, Preference and Specific Goals.

Fase 1: Funksionaliteit

Slegs tenderaars wat 'n minimum van **64.60** uit **95** punte (68%) behaal sal verder vir evaluering in Fase 2: Prys, Voorkeur en Spesifieke Doelwitte oorweeg word.

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 latest Supply Chain Management Policy as well as the George Municipality's

Fase 2: Prys, Voorkeur en Spesifieke Doelwitte

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigings-beleid (Wet 5 van 2000) Regulasies 2022, die George Munisipaliteit se nuutste Voorsieningskanaal Bestuursbeleid sowel as die

Preferential Procurement Policy, where **80** points will be scored for price and **20** points for B-BBEE status and specific goals. Refer to the Tender Data Clause C.3.11.3 to C.3.11.5 for detailed breakdown of the evaluation process.

The specified goal for this tender is: Locality.

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

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

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

MR D ADONIS
ACTING MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

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. Verwys na die Tender Data Klousule C.3.11.3 tot C.3.11.5 vir 'n gedetailleerde afbakening van die evaluasie proses.

Die spesifiseerde doelwit vir die tender is: Ligging.

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

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

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

MNR D ADONIS
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), which are reproduced without amendment or alteration for the convenience of tenderers included under Part T1.3 of this Tender Document.

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	<p>The Employer is the George Municipality, represented by the official holding, or acting in, the position Director: Civil Engineering Services, namely: Mr JF Koegelenberg.</p> <p>Designated to act on his/her behalf as the Employers Representative is prior to the award of this contract:</p> <p>Name: Mrs Melanie Geyer Telephone: 044 801 9268 (extension 1607) Email: mgeyer@george.gov.za Address physical: Old Town Hall, 90 York Street, Central, George Address postal: PO Box 19, George, 6530</p>
C.1.1.2	<p><u>Add the following after the first paragraph:</u></p> <p>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').</p> <p>Abuse of the supply chain management system is not permitted and may result in actions as set out in the SCM Policy.</p> <p>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).</p>
C.1.2	Tender Documents
	<p>This tender document is entitled: Triennial: Provision of Professional Services.</p> <p>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.</p> <p>Refer to the contents of this document for a complete list of Tender Documents issued by the Employer which includes the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Services and Annexures.</p> <p>The following documents are deemed to also form part of this tender:</p> <ol style="list-style-type: none"> a. CIDB Standard Professional Services Contract (July 2009) 3rd Edition of CIDB document 1014; and b. George Municipality Supply Chain Management Policy 2023/24 (approved 12 February 2024)

Clause	Wording / Data
	c. George Municipality Preferential Procurement Policy 2023/24 (approved 12 February 2024) d. George Municipality Policy Standard for Infrastructure Delivery and Procurement Management (FIPDM) 2023/24 (approved 12 February 2024) 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. 44333, 26 March 2021. f. Guideline for Professional Fees in terms of Section 34(2) of the Architectural Profession Act, 2000 (Act 44 of 2000) – Government Gazette no. 49108, 11 August 2023 g. Guideline Tariff of Professional Fees in respect of Services Rendered by Persons Registered in terms of the Quantity Surveying Profession Act, 2000 (Act 49 of 2000) – Government Gazette 39134, 28 August 2015.
C.1.3	Interpretation
C.1.3.3	<u>Add the following to the end of the Clause:</u> 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)). 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). g. The words bid , and tender offer are interchangeable and have the same meaning. h. Non-working days means a Saturday or a Sunday, or a statutory public holiday in terms of the Public Holidays Act. i. Engineer shall mean a Professional Engineer and Professional Engineering Technologist registered in terms of the Engineering Profession Act, Act 46 of 2000. j. Work Package means the individual assignment entered into with the Service Provider post the award of this contract, for any Project ranging from Project 1 to 44. k. Project means the 44 projects included in this tender and as described in Annexure C4.3: Project List. l. Discount means the discount offered unconditionally to Part C2.3: Schedule of Rates, Section 2: Fees for Normal/Standard Services. Also refer to C2.1: Pricing Instructions. m. Project Panel means the service providers assigned to the Project from which quotations will be requested to assign/award a Work Package(s) .
C.1.4	Communication and Employers Agent
	<u>Replace the above heading above with: Communication and the Employers Representative</u> <u>Delete the first sentence of the clause and replace with the following:</u> 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. <u>Delete the last sentence of the clause and replace with the following:</u> 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
	<u>Add the following after Clause C.1.5.1 d):</u> The parties are unable to negotiate market related pricing in terms of Clause 24 of the George Municipal Supply Chain Management Policy 2023/24.
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

Clause	Wording / Data
	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): 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: The Municipal Manager: George Municipality, 3 rd Floor, Civic Centre, York Street, George via hand delivery at: 3 rd 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: The Municipal Manager: Legal Department, 1 st Floor, George Municipality, Civic Centre, York Street, George via hand delivery at: 1 st Floor, Civic Centre, 71 York Street, George, 6529.
C.2	TENDERER'S OBLIGATIONS
C.2.1	Eligibility
C.2.1.1	<p><u>Replace the contents of this clause with the following:</u></p> <p>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.</p> <p>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.</p> <p>In addition to the above, only those Tenderers who satisfy the following criteria are eligible to submit a tender:</p> <ol style="list-style-type: none"> 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 Clause C.3.11.3 and C.3.11.4 Capacity to mobilize own and sub-contracting resources. <p>The Tenderer declares by signing the list of returnable documents that they have complied with all the eligibility criteria stated within each document and certifies that the information furnished within the returnable documents is true and correct.</p> <p>Should the Tenderer not submit or meet the above requirements, they will be considered non-responsive.</p>
C.2.1.3	<p><u>Add the following new Clause:</u></p> <p>The Tenderer and his/her duly authorised employees accept that in addition to the cancellation of a tender, action may be taken against the authorised individuals and the tendering entity, should it be found that the information provided with the returnable schedules are incorrect or false.</p>

Clause	Wording / Data
C.2.1.4	<p><u>Add the following new Clause:</u> Only those tender submissions from which it can be established that a clear and unambiguous offer has been made to the Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.</p>
C.2.1.5	<p>National Treasury Web Based Central Supplier Database (CSD) Registration</p>
	<p><u>Add the following new clause:</u> 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.</p> <p>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.</p> <p>It is each Tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.</p>
C.2.1.7	<p>Compliance with requirements of SCM Policy and Procedures</p>
	<p>Only those tenders that are compliant with the requirements below will be eligible to submit a tender.</p> <p>Tenderers must ensure that they comply with ALL requirements included in Part T2: RETURNABLE DOCUMENTS.</p> <p>All tenders shall comply with the requirements of paragraph 13 in the Supply Chain Management Policy 2023/2024 of the George Municipality. In addition to the requirements stated in paragraph 13 of the Supply Chain Management Policy 2023/2024, Tenderers are compelled to complete and return the following returnable documents, and/or confirm the requirements stipulated below:</p> <ol style="list-style-type: none"> 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; 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; 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 2023/24 clause 13(3)(a) and (b)); 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 2023/24 clause 21(4)); 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 practises that renders the tender non-responsive (SCMP 2023/24 paragraph 21(6)); 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 2023/24 paragraph 21(5)); 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

Clause	Wording / Data
	<p>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 2023/24 paragraph 21(7)(b)).</p> <p>h. The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy;</p> <p>i. The Tenderer is not an advisor or consultant contracted with the Employer.</p> <p>j. The tenderer is not a person, advisor, corporate entity, or a director of such corporate entity, involved with the bid specification committee.</p>
C.2.2	Cost of Tendering
C.2.2.1	<p><u>Add the following to the Clause:</u> “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.”</p>
C.2.2.2	<p>Cost of Tender Documents 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.</p> <p>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.</p> <p>Electronic Documents Apart from the electronic document that will be available on the Municipal website the employer shall make available the following documents in editable format:</p> <ol style="list-style-type: none"> a. CV Template b. Schedule of Rates. <p>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.</p>
C.2.3	Check Documents
	<p><u>Delete the entire clause and replace with the following:</u> 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 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.</p> <p>In addition to the above, the Tenderer warrants that it has:</p> <ol style="list-style-type: none"> a. inspected the Scope of Services and read and fully understood the Contract Data and its conditions. 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. 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. d. requested the Employer or his duly authorized representative to make clear the actual

Clause	Wording / Data
	<p>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.</p> <p>e. received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.</p> <p>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.</p>
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
	<p>The date, starting time and location of the <u>compulsory</u> clarification meeting is stated in Part T1.1: Tender Notice & Invitation to Tender.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Only Certificates of attendance of Tenderers that attend the compulsory clarification meeting will be signed by the Employer after the conclusion of the meeting.</p> <p>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.</p> <p>Addenda may be issued to and only tenders will be received from those Tendering entities that appear on the attendance register and who have a signed certificate of attendance.</p>
C.2.8	Seek Clarification
	<p><u>Delete the content of this clause and replace with the following:</u> 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.</p>
C.2.10	Pricing the Tender Offer
C.2.10.1	<p><u>Amend the Clause as follows:</u> <u>Replace:</u> "...and other levies payable..." <u>With:</u> "...and other levies, discounts and delivery costs to the prescribed destination payable..."</p> <p>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.</p> <p>When an individual work package is submitted to obtain a price and to make an award for the work package, the fees for normal/standard services and any time-based fees and general fees for the project will be determined for which the service provider will be appointed for.</p>
C.2.10.3	<p><u>Amend the Clause as follows:</u> <u>Replace:</u> "Provide rates and prices that are fixed..." <u>With:</u> Provide rates, discounts, mark-ups, and prices that are fixed..."</p> <p><u>Add the following to the end of the Clause:</u></p>

Clause	Wording / Data
	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, Architecture and Quantity Surveying Services.
C.2.11	Alterations to Documents
	<p><u>Add the following to the end of this Clause:</u></p> <p>“In the event of an error having been made on the Schedule of Rates, it shall be crossed out in non-erasable ink and be accompanied by a signature of each signatory to the Tender at each and every price alteration.</p> <p>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.</p> <p>No correction fluid/tape may be used in the Pricing Schedule where prices are calculated to arrive at a total amount.”</p>
C.2.12	Alternative Tender Offers
	No alternative offers will be considered.
C.2.13	Submitting a Tender Offer
C.2.13.2 & C.2.13.3	<p><u>Replace the contents of this clause with the following:</u></p> <p>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.</p> <p>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.</p> <p>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.</p>
C.2.13.4	<p><u>Add the following to the Clause:</u></p> <p>“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.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>

Clause	Wording / Data
	<p>authorising a member of the Joint Venture/Consortium to sign the documents on behalf of the Joint Venture/Consortium.</p> <p>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.”</p>
C.2.13.5	<p>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:</p> <p>Tender number: T/ING/018/2024 Title of Tender: TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES Closing Date: 26 AUGUST 2024 Closing Time: 12:00</p> <p>The Employer’s address for delivery of tender offers is as prescribed in Part T1.1: Tender Notice and Invitation to Tender.</p> <p>All returnable documentation required as part of the tender offer are to be bound in a document/folder and should not be stapled together.</p>
C.2.13.6	A two-envelope system will not be followed.
C.2.13.9	<p><u>Add the following to the Clause:</u> Telephonic, telegraphic, telex, facsimile, e-mailed, via electronic transfer or posted tender offers will not be accepted.</p>
C.2.13.10	<p><u>Add the following new Clause after C.2.13.9:</u> By signing the offer part of C1.1: Form of Offer and Acceptance per project the Tenderer declares that all information provided in the tender submission is true and correct. In addition, the Tenderer confirms that the key personnel proposed will be made available at the commencement of the contract. If the personnel are no longer available, the Tenderer shall comply with Clause C.3.8.5.</p> <p>Only 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.</p> <p>The Tenderer will be required to submit a complete and signed form of offer and acceptance per project for which an offer is submitted.</p> <p>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.</p>
C.2.14	Information and Data to be Completed in all Respects
	<p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Part T2 - Returnable Documents Part C1.1 - Form of Offer and Acceptance Part C1.2 - Contract Data (Part 2 – Information to be provided by the Service Provider) Part C2.2 - Schedule of Rates Part C2.2 - Summary Page of Schedule of Rates</p> <p>The above parts shall be signed by the Tenderer and witnessed where required.</p>

Clause	Wording / Data
	<p>The Tenderer shall complete and sign the Form of Offer per project prior to the submission of the Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance of the Tender Offer by the Employer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed or prescribed in clause C2.1.7, 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.</p> <p>Accept that the Employer in the evaluation of tenders take due account of the Tenderers past performance in executing similar works of comparable magnitude, and the degree to which he holds the necessary technical, financial, and other resources to enable him to complete the Scope of 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.</p> <p>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.</p>
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	<p>The tender offer validity period is 84 days.</p> <p><u>Add the following to the end of this Clause:</u> 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.</p>
C.2.16.2	<p><u>Delete the clause and replace with the following:</u> If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. Such conditions will exclude the tenderer to extend his/her tender validity by increasing the price, i.e., the comparative offer, by any amount."</p>
C.2.17	Clarification of Tender Offer after Submission
	<p><u>Add the following to the end of this clause:</u> A tender will be rejected as non-responsive if the tenderer fails to provide any clarification or substantive clarification or supporting documents requested by the Employer within the time for submission stated in the Employer's written request for such clarification or documents.</p> <p>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.</p> <p>Failure to fully cooperate could result in a tender being declared as non-responsive.</p>
C.2.18	Provide Other Material

Clause	Wording / Data																
C.2.18.1	<p><u>Add the following after the first paragraph:</u> Provide, on written request by the Employer, where the transaction value (tendered amount) inclusive of VAT exceeds R 10 million:</p> <ol style="list-style-type: none"> a. Submission of annual financial statements for the past 3 years / or since establishment if established during the past three years (SCMP 2023/24 clause 21(7)). Financial Statements shall be attached to returnable schedule T 2.2.7: THREE (3) YEAR AUDITED FINANCIAL STATEMENTS; b. particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract, 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; 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 2023/24 paragraph 21(7)(d)). <p>Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.</p>																
C.2.19	<p>Inspections, Tests and Analysis</p>																
	<p><u>Replace the contents of this clause with the following:</u> 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.</p>																
C.2.20	<p>Submit Securities, Bonds and Policies</p>																
	<p>The Tenderer will be required to submit proof of valid Professional Indemnity Insurance in the prescribed format from an approved insurer or financial institution within schedule 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) 2023/24 or as amended in the below table.</p> <table border="1" data-bbox="380 1308 1440 1875"> <thead> <tr> <th data-bbox="380 1308 898 1350">Type of Insurance</th> <th data-bbox="898 1308 1440 1350">Value</th> </tr> </thead> <tbody> <tr> <td data-bbox="380 1350 898 1518">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 data-bbox="898 1350 1440 1518">Not less than R10 million</td> </tr> <tr> <th data-bbox="380 1518 898 1560">Type of Insurance</th> <th data-bbox="898 1518 1440 1560">Value</th> </tr> <tr> <td colspan="2" data-bbox="380 1560 1440 1602">Professional indemnity insurance:</td> </tr> <tr> <td data-bbox="380 1602 898 1671">Geotechnical, civil, and structural engineering</td> <td data-bbox="898 1602 1440 1671">R10 million or twice the professional fees, whichever is the greater</td> </tr> <tr> <td data-bbox="380 1671 898 1740">Electrical and mechanical engineering</td> <td data-bbox="898 1671 1440 1740">R10 million or twice the professional fees, whichever is the greater</td> </tr> <tr> <td data-bbox="380 1740 898 1810">Architectural</td> <td data-bbox="898 1740 1440 1810">R5 million or twice the professional fees, whichever is the greater</td> </tr> <tr> <td data-bbox="380 1810 898 1875">Other</td> <td data-bbox="898 1810 1440 1875">R3 million or twice the professional fees, whichever is the greater</td> </tr> </tbody> </table>	Type of Insurance	Value	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	Not less than R10 million	Type of Insurance	Value	Professional indemnity insurance:		Geotechnical, civil, and structural engineering	R10 million or twice the professional fees, whichever is the greater	Electrical and mechanical engineering	R10 million or twice the professional fees, whichever is the greater	Architectural	R5 million or twice the professional fees, whichever is the greater	Other	R3 million or twice the professional fees, whichever is the greater
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Clause	Wording / Data
	<p>In terms of Clause 7.8.6 of the SCMP FIDPM 2023/24 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.</p> <p>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.</p> <p>Should the Tenderer not submit proof of valid professional indemnity insurance to meet the above requirements, the Tenderer will be considered non-responsive.</p>
C.2.23	Certificates
	<p>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.</p> <p>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.</p> <p>The tenderer is also required to submit the following certificates included in T2: RETURNABLE DOCUMENTS:</p>
C.2.23.1	Tax Compliance Certificate
	<p><u>Add the following new Clause:</u></p> <p>Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. Append to returnable schedule 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, 1st 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.</p> <p>Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate and PIN.</p> <p>Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.</p>
C.2.23.2	Broad-Based Black Economic Empowerment (B-BBEE) Certificate
	<p><u>Add the following new Clause:</u></p> <p>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.</p> <p>Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that,</p>

Clause	Wording / Data
	<p>in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.</p> <p>Tenderers are further referred to the content of the 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.</p> <p>The applicable code for this tender is the Amended Codes for Measuring Broad-Based Black Economic Empowerment in the Construction Sector, unless in possession of a valid certificate in terms of the transitional arrangements contained in these Codes.</p> <p>The Tenderer shall indicate in Section 4 of returnable schedule 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).</p>
C.2.23.3	Certificate of Independent Bid Determination
	<p><u>Add the following new Clause:</u></p> <p>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.</p>
C.2.24	Proposed Deviations and Qualifications
	<p><u>Add the following new Clause:</u></p> <p>Where the Tenderer cannot tender in all respects in accordance with the provisions contained in the tender documents, all <u>deviations therefrom shall be clearly and separately listed</u> in the returnable document titled 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.</p> <p>The tenderer accepts that the Employer will examine such deviations in terms of clause C.3.8.2 and shall not be bound to accept any such deviations or qualifications.</p> <p>It must be clearly stated by the Tenderer whether the sum tendered in the Form of Offer per project and Acceptance <u>includes</u> 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.</p>
C.2.25	Canvassing
	<p><u>Add the following new Clause:</u></p> <p>"Accept that no Tenderer shall make any attempt either directly or indirectly to contact or canvass the Employer's Representative or any of the Employer's Employee's in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
C.2.26	Prohibitions
	<p><u>Add the following new Clause:</u></p> <p>"Accept that the Employer is prohibited to award a tender to a person:</p> <ol style="list-style-type: none"> a. who is in the service of the state. 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. <p><i>"In the service of the state"</i> means to be a member of:</p>

Clause	Wording / Data
	<p>a. any municipal council.</p> <p>b. any provincial legislature.</p> <p>c. the National Assembly or the National Council of Provinces.</p> <p>d. the board of directors of any municipal entity.</p> <p>e. an official of any municipality or municipal entity.</p> <p>f. an employee of any national or provincial department.</p> <p>g. provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).</p> <p>h. a member of the accounting authority of any national or provincial public entity; or</p> <p>i. an employee of Parliament or a provincial legislature.</p> <p>To give effect to the above, the questionnaire included in returnable schedule T 2.1.21: DECLARATION OF INTEREST) for the declaration of interests in the tender of persons in service of state must be completed.”</p>
C.2.27	Employers Annual Financial Statements
	<p><u>Add the following new Clause:</u></p> <p>Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R2 000.00 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause C.2.26), or has been in the service of the state in the previous twelve months, including:</p> <p>a. the name of that person.</p> <p>b. the capacity in which that person is in the service of the state; and</p> <p>c. the amount of the award.</p> <p>To give effect to the above, the questionnaire (refer to T 2.1.21: DECLARATION OF INTEREST) for the declaration of interests in the tender of persons in service of state must be completed in full and signed.”</p>
C.2.28	Additional Conditions of Tender
	<p><u>Add the following new Clause:</u></p> <p>The Employer may request that the Tenderers provide written evidence that his financial, employees, and other resources are adequate for carrying out the contract.</p> <p>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.</p> <p>The Employer may, after reviewing the tenderers audited financial statements request additional information on the Tenderers available working capital. If the Employer is not satisfied that the Tenderer has sufficient working capital available, and that this may pose a significant risk to the Employer, the Employer reserves the right to declare the Tenderer non-responsive.</p> <p>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.</p>
C.3	THE EMPLOYER’S UNDERTAKINGS
C.3.2	Issue Addenda
	<p><u>Delete the words:</u> “three (3) working days” <u>from the first sentence and</u></p> <p><u>Replace with:</u> “five (5) working days”</p>

Clause	Wording / Data
	<p><u>Add the following at the end of the paragraph:</u> Notwithstanding any requests for confirmation of receipt of Addenda issued, the Tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail or facsimile.</p> <p>The Tenderer shall acknowledge all addenda received in returnable document T 2.2.18: RECORD OF ADDENDA TO TENDER DOCUMENTS.</p>
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	<p><u>Replace C.3.8.1 a) to c) with the following:</u></p> <ul style="list-style-type: none"> a. meets the functionality requirements as specified in accordance with C.3.11.3 and C.3.11.4, b. complies with the requirements of these Conditions of Tender, c. has been properly and fully completed and signed, and d. is responsive to the other requirements of the tender document.
C.3.8.2	<p><u>Add the following new paragraph directly after C.3.8.2 c):</u> "Besides the requirement stated in Clause C.2.1.1, a tender offer that does not meet the minimum conditions/requirements as specified below, will also be deemed non-responsive:</p> <ul style="list-style-type: none"> 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. 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. <p><u>Replace the last sentence of C.3.8.2 with the following:</u> Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the material deviation.</p>
C.3.8.3	Technical Criteria
	<p><u>Add the following new Clause:</u> Technical criteria for determining non-responsiveness are as follows:</p> <ul style="list-style-type: none"> 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 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, 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). 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

Clause	Wording / Data						
	<p>compromise the tender process, as supported by the information submitted within schedule T 2.2.25: COMPULSORY ENTERPRISE QUESTIONNAIRE.</p> <p>e. C1.1: FORM OF OFFER AND ACCEPTANCE per project is not correctly completed and signed by an authorized person on behalf of the Tenderer shall govern the Tender non-responsive.</p> <p>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;</p> <p>g. A Tender shall be non-responsive if the Tenderer abused the Employer's Supply Chain Management System.</p> <p>h. Tenderers must submit proof of labour-intensive competencies of supervisory and management staff as per the below requirements in terms of the Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme - third edition 2015 (applicable to Project 12 only).</p> <table border="1" data-bbox="415 709 1433 978"> <thead> <tr> <th data-bbox="415 709 824 779">Position / Role</th> <th data-bbox="824 709 1433 779">National Qualification Framework (NQF) Requirements</th> </tr> </thead> <tbody> <tr> <td data-bbox="415 779 824 877">Employers Representative / Site Supervisor</td> <td data-bbox="824 779 1433 877">NQF Level 5: Manage Labour-Intensive Construction Projects or equivalent QCTO qualification</td> </tr> <tr> <td data-bbox="415 877 824 978">Designer</td> <td data-bbox="824 877 1433 978">NQF Level 5: Develop and Promote Labour-Intensive Construction Strategies or equivalent QCTO qualification</td> </tr> </tbody> </table> <p>i. A Tender shall be responsive if the Tenderer complies with all the conditions of tender as stipulated in the Tender Data</p> <p>j. 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.</p>	Position / Role	National Qualification Framework (NQF) Requirements	Employers Representative / Site Supervisor	NQF Level 5: Manage Labour-Intensive Construction Projects or equivalent QCTO qualification	Designer	NQF Level 5: Develop and Promote Labour-Intensive Construction Strategies or equivalent QCTO qualification
Position / Role	National Qualification Framework (NQF) Requirements						
Employers Representative / Site Supervisor	NQF Level 5: Manage Labour-Intensive Construction Projects or equivalent QCTO qualification						
Designer	NQF Level 5: Develop and Promote Labour-Intensive Construction Strategies or equivalent QCTO qualification						
C.3.8.4	<p><u>Add the following new Clause:</u> 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.</p>						
C.3.8.5	<p><u>Add the following new Clause:</u> "With reference to returnable schedule T2.3.4: KEY PERSONNEL; the stated key personnel will be part of the offer.</p> <p>If the personnel indicated is no longer available at award, personnel with similar or better qualifications and experience shall be presented to the Employers Representative for approval."</p>						
C.3.8.6	<p><u>Add the following new Clause:</u> Tenders will be considered non-responsive if:</p> <p>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.</p> <p>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.</p>						
C.3.9	Arithmetical Errors, Omissions and Discrepancies						
C.3.9.2	<p><u>Amend the Clause as follows:</u> <u>Replace:</u> "Check the highest ranked tender or tenderer..." <u>With:</u> "Check all ranked tenders or tenderers..."</p>						
C.3.9.3	<p><u>Amend the Clause as follows:</u> <u>Replace:</u> "Tender offer and either confirm the tender offer as tendered or accept the corrected total of prices"</p>						

Clause	Wording / Data
	<u>With:</u> “tender offer and confirm the tender offer as tendered.”
C.3.9.4	<u>Amend the Clause as follows:</u> <u>Replace:</u> “Where the tenderer elects to confirm the tender offer as tendered. ...” <u>With:</u> “Where the tenderer confirms the tender offer as tendered. ...”
C.3.9.5	<u>Add the following new Clause:</u> “The tenderer will be given five (5) working days, commencing on the date of notification, to confirm the tender offer as tendered. Failure to do so in writing will result in the Employer rejecting the tender offer.”
C.3.10	Clarification of a Tender Offer
	<u>Delete the contents of this clause and replace with the following:</u> 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	<u>Add the following to the Clause:</u> 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	<u>Add the following new Clause:</u> Tenderers will be evaluated in terms of the George Municipality’s Supply Chain Management Policy (2023/2024) as adopted by Council on 12 February 2024. 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
	<u>Add the following new Clause:</u> <u>Stage 1: Functionality</u> Functionality for all responsive tenders will be scored according to Clause C.3.11.4. Tender offers are required to obtain at least 64,60 out of 95 points (68%) for Functionality in stage 1 per project. Points for functionality will be rounded to two decimals. 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. 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. <u>Stage 2: Price, Preference and Specific Goals</u> The price, preference and specific goals for all responsive tenders will be scored according to Clause C.3.11.5. 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
	<u>Add the following new clause:</u> <u>Stage 1: Functionality</u>

Clause	Wording / Data																								
	<p>Table T1 below summarises the categories and associated scoring for the functional evaluation of the tender applicable to project 1 to 44 respectively. The maximum score for functionality shall be 95 points per project.</p> <p>Table T1: Summary of Functionality Points (Project 1 to 44)</p> <table border="1" data-bbox="375 380 1453 856"> <thead> <tr> <th data-bbox="375 380 508 464">Category</th> <th data-bbox="508 380 1255 464">Description</th> <th data-bbox="1255 380 1453 464">Total Maximum Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 464 508 516">A</td> <td data-bbox="508 464 1255 516">Company Experience: Projects</td> <td data-bbox="1255 464 1453 516">30</td> </tr> <tr> <td data-bbox="375 516 508 569">B</td> <td data-bbox="508 516 1255 569">Company Experience: Knowledge of Municipal Environment</td> <td data-bbox="1255 516 1453 569">10</td> </tr> <tr> <td data-bbox="375 569 508 642">C</td> <td data-bbox="508 569 1255 642">Company Experience: Involvement and Understanding of Legislative Requirements</td> <td data-bbox="1255 569 1453 642">5</td> </tr> <tr> <td data-bbox="375 642 508 695">D</td> <td data-bbox="508 642 1255 695">Key Personnel</td> <td data-bbox="1255 642 1453 695">40</td> </tr> <tr> <td data-bbox="375 695 508 747">E</td> <td data-bbox="508 695 1255 747">Quality Management Plan / System</td> <td data-bbox="1255 695 1453 747">5</td> </tr> <tr> <td data-bbox="375 747 508 810">F</td> <td data-bbox="508 747 1255 810">Accredited / Recognised Professional Associations / Organisations</td> <td data-bbox="1255 747 1453 810">5</td> </tr> <tr> <td colspan="2" data-bbox="375 810 1255 856">Total maximum points for functionality</td> <td data-bbox="1255 810 1453 856">95</td> </tr> </tbody> </table> <p>Introductory notes:</p> <ol style="list-style-type: none"> The Tender comprises of 44 projects, covering a specific scope of works/services, refer to Annexure C4.3: Project List. The functionality criteria described in Table T1 is applicable to projects 1 to 44. The Tenderer is not limited to the number of projects for which a proposal can be submitted but must achieve the minimum score for functionality per project as stated in Clause C.3.11.3 above to be considered eligible for that particular project. 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. Refer to Annexure C4.2: Key Personnel Schedule. The requirements per project based on the functionality categories specified in Table T1 will be evaluated as described below. Annexure C4.1 and C4.2 are provided for ease of reference and understanding where criteria or key persons per project is also applicable to other projects. Any discrepancy between the annexures and the functionality tables listed in the Tender Data, the Tender Data shall take precedence. <p>Categories:</p> <p>The categories comprising of the functionality points are described below.</p> <ol style="list-style-type: none"> Category A: This category includes the experience of a Tenderer for the project for which a proposal is submitted, where the project was completed by the Tendering Entity only. Each project (44 projects in total) will be scored on the criteria listed per project to determine if the tender submission complies with the functionality requirements for this category. The criteria per project are stipulated in tables T2 to T12 with the associated points. Criteria per project may be applicable to other projects as well. Refer to Annexure C4.1: Project Criteria Schedule. Category B: This category includes the experience of a Tenderer in the municipal environment, refer to the scoring criteria listed in Table T13. This category will only be scored once, and the score will be applied to all projects for which a proposal is submitted. Category C: This category includes the experience and understanding of the Tenderer regarding legislative requirements used in the municipal environment, refer to the scoring criteria listed in Table T14-1 and T14-2. This category will only be scored once, and the score 	Category	Description	Total Maximum Points	A	Company Experience: Projects	30	B	Company Experience: Knowledge of Municipal Environment	10	C	Company Experience: Involvement and Understanding of Legislative Requirements	5	D	Key Personnel	40	E	Quality Management Plan / System	5	F	Accredited / Recognised Professional Associations / Organisations	5	Total maximum points for functionality		95
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Total maximum points for functionality		95																							

Clause	Wording / Data																					
	<p>will be applied to all projects for which a proposal is submitted.</p> <p>4. Category D: This category includes the resource requirement for each project for which a proposal is submitted. Each project (44 projects in total) will be scored on the key personnel submitted per individual project in terms of the criteria in Table T15 to determine if the tender submission complies with the functionality requirements for this category. The various key persons required per project are listed in Annexure C4.2: Key Personnel Schedule. Duplication of key personnel and key personnel external to the Tenderer may be sourced subject to the conditions stated.</p> <p>5. Category E: This category includes the application of a quality management system or plan within the Tendering Entity, refer to Table T16. This category will only be scored once, and the score will be applied to all projects for which a proposal is submitted.</p> <p>6. Category F: This category includes the affiliation with recognised / accredited professional associations / organisations in the field of work for which a tender proposal is submitted, refer to Table T17. This category will only be scored once, and the score will be applied to all projects for which a proposal is submitted.</p> <p>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 project.</p> <p>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.</p> <table border="1" data-bbox="380 974 1446 1394"> <thead> <tr> <th data-bbox="380 974 565 1041">Category</th> <th data-bbox="565 974 1182 1041">Description</th> <th data-bbox="1182 974 1446 1041">Returnable Schedule</th> </tr> </thead> <tbody> <tr> <td data-bbox="380 1041 565 1094">A</td> <td data-bbox="565 1041 1182 1094">Company Experience: Projects</td> <td data-bbox="1182 1041 1446 1094">T2.3.1</td> </tr> <tr> <td data-bbox="380 1094 565 1161">B</td> <td data-bbox="565 1094 1182 1161">Company Experience: Knowledge of Municipal Environment</td> <td data-bbox="1182 1094 1446 1161">T2.3.2</td> </tr> <tr> <td data-bbox="380 1161 565 1228">C</td> <td data-bbox="565 1161 1182 1228">Company Experience: Involvement and Understanding of Legislative Requirements</td> <td data-bbox="1182 1161 1446 1228">T2.3.3</td> </tr> <tr> <td data-bbox="380 1228 565 1276">D</td> <td data-bbox="565 1228 1182 1276">Key Personnel</td> <td data-bbox="1182 1228 1446 1276">T2.3.4</td> </tr> <tr> <td data-bbox="380 1276 565 1329">E</td> <td data-bbox="565 1276 1182 1329">Quality Management Plan / System</td> <td data-bbox="1182 1276 1446 1329">T2.3.5</td> </tr> <tr> <td data-bbox="380 1329 565 1394">F</td> <td data-bbox="565 1329 1182 1394">Accredited/Recognised Professional Associations / Organisations</td> <td data-bbox="1182 1329 1446 1394">T2.3.6</td> </tr> </tbody> </table> <p>The description of the functionality criteria is provided in Tables T2 to T17. The maximum possible score for each category is shown in Table T1 and for individual criteria in Table T2 to T17.</p> <p>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.</p> <p>Scoring will only apply for documentation in the name of the Tendering Entity, <u>information from sub-consultants and subsidiary companies will not be used for scoring points.</u></p> <p>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.</p>	Category	Description	Returnable Schedule	A	Company Experience: Projects	T2.3.1	B	Company Experience: Knowledge of Municipal Environment	T2.3.2	C	Company Experience: Involvement and Understanding of Legislative Requirements	T2.3.3	D	Key Personnel	T2.3.4	E	Quality Management Plan / System	T2.3.5	F	Accredited/Recognised Professional Associations / Organisations	T2.3.6
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E	Quality Management Plan / System	T2.3.5																				
F	Accredited/Recognised Professional Associations / Organisations	T2.3.6																				

Clause	Wording / Data																																						
	<p>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.</p> <p>The detailed criteria for each section of the functionality scores are discussed below.</p> <p>CATEGORY A: COMPANY EXPERIENCE – PROJECTS (30 TOTAL MAXIMUM POINTS)</p> <ol style="list-style-type: none"> 1. Table T2 to T12 confirms the criteria required per project, the number of supporting documentation required per criteria, the other projects to which the criteria are also applicable and the total points per criteria or per project. 2. The Tenderer shall complete the relevant table(s) in returnable schedule T2.3.1: COMPANY EXPERIENCE – PROJECTS and attach the following supporting documentation per criteria in order to score points: <ol style="list-style-type: none"> a. signed appointment letter of consultant, b. signed completion letter/certificate or an Employer/Client signed reference letter. 3. Each project will be scored to determine the points out of 30 in line with the criteria specified per project. A project can have single or multiple criteria. Points will only be scored for criteria met. <p><i>Example:</i> <i>Requirement: Project 1: Water Reticulation - 3 x 110mm diameter = 30 out of 30 points.</i> <i>Submission: Project 1: Water Reticulation - 2 x 110mm diameter = 20 out of 30 points.</i></p> 4. The division of points for the set criteria depend on the number of criteria specified for that project. The points per criteria can therefore range from 1 criteria = 2.5 points, or 1 criteria = 30 points. 5. Where criteria apply to multiple projects, the score obtained will be drawn across to those projects for which the criteria also apply. The Tenderer does not have to submit the information more than once. 6. A score of zero for functionality in category A per project does not result in elimination. 7. The total score for functionality per project obtained across all six (6) categories will determine if the Tenderer is successful or not for that particular project. 8. Meaning of columns for table T2 to T12: <ol style="list-style-type: none"> a. Project: Project as defined in Annexure C4.1: Project Criteria Schedule b. Minimum Criteria Detail: Criteria defined per individual project for which proof must be submitted to meet the project criteria to earn points for functionality. c. Number of: The number of criteria to be submitted to earn points. This includes the following signed documents on the Employer/Clients letterhead: <ul style="list-style-type: none"> • appointment letter of consultant, • completion letter/certificate or an Employer/Client reference letter per criteria. <p><i>Example: Number of 3 = 3 appointment letters and 3 completion certificates/letters or 3 reference letters.</i></p> d. Criteria also applicable to the following projects: The criteria stated for the project (point a) is also applicable to those projects stated, and the supporting information does not have to be submitted again. e. Points: Total points for the project or individual criteria for the project. <p>Table T2: Company Experience - Water Projects Functionality Criteria (Project 1 to 6)</p> <table border="1" data-bbox="370 1730 1453 1923"> <thead> <tr> <th rowspan="2">Project</th> <th colspan="2">Criteria</th> <th colspan="6">Criteria also applicable to the following projects:</th> <th rowspan="2">Points</th> </tr> <tr> <th>Minimum Criteria detail</th> <th>Number of</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>Project 1: Rehabilitation / Upgrading of Water Networks (≤200mm dia.)</td> <td>1. 110mm dia. water reticulation network, 500m</td> <td>3</td> <td></td> <td></td> <td>23</td> <td></td> <td></td> <td>44</td> <td>30</td> </tr> <tr> <td></td> <td>1. 5ML Concrete Reservoir</td> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>44</td> <td>7,5</td> </tr> </tbody> </table>	Project	Criteria		Criteria also applicable to the following projects:						Points	Minimum Criteria detail	Number of							Project 1: Rehabilitation / Upgrading of Water Networks (≤200mm dia.)	1. 110mm dia. water reticulation network, 500m	3			23			44	30		1. 5ML Concrete Reservoir	1						44	7,5
Project	Criteria		Criteria also applicable to the following projects:						Points																														
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Project 1: Rehabilitation / Upgrading of Water Networks (≤200mm dia.)	1. 110mm dia. water reticulation network, 500m	3			23			44	30																														
	1. 5ML Concrete Reservoir	1						44	7,5																														

Clause	Wording / Data												
Project 2: Rehabilitation / Upgrading of Bulk Potable Water Infrastructure	2. 300kL Concrete Water Tower		1									44	7,5
	3. 45l/s Potable/raw water Pump station		1				23					44	7,5
	4. Bulk Potable/Raw water Pipeline (>200mm), 500m		1				23					44	7,5
Project 3: Rehabilitation / Upgrading of Bulk Raw Water Infrastructure	Project 3.1	1. Raw water reservoir/dam (Category II dam)	1	6							30	44	30
	Project 3.2	1. 1ML Desalination plant or 1ML DPR / IPR	1	6								44	30
	Project 3.3	1. Boreholes/Wellfields	1	6								44	30
Project 4: Rehabilitation / Upgrading of Water Treatment Works	1. 5ML/d WTW Upgrade		3	5				26	29			44	30
Project 5: WTW Master Planning	1. 5ML/d WTW Upgrade		1					26	29			44	10
	2. Master plan development for WTW		1									44	20
Project 6: Bulk Raw Water Resource Study	1. Development of bulk raw water resource study/plan/master plan for a Municipality		1									44	30

Table T3: Company Experience - Sanitation Projects Functionality Criteria (Project 7 to 10)

Project	Criteria		Criteria also applicable to the following projects:	Points
	Minimum Criteria detail	Number of		
Project 7: Rehabilitation / Upgrading of Sewer Networks (≤200mm dia.)	1. 160mm dia. sewer reticulation network, 500m	3	23 44	30
Project 8: Rehabilitation / Upgrading of Bulk Sanitation Infrastructure	1. Sewer rising main (>200mm), 500m	1	23 44	10
	2. Bulk gravity sewer (>200mm), 500m	1	23 44	10
	3. 45l/s Sewage pump station	1	23 44	10
Project 9: Rehabilitation / Upgrading of Wastewater Treatment Works	1. 5ML/d WWTW Upgrade	2	10 26 44	24
	2. Advanced Treatment: Reverse Osmosis or Ultra Filtration or Biological Activated Filtration or Micro Filtration or Advanced Oxidation Process	1	10 44	6
Project 10: WWTW Master Planning	1. 5ML/d WWTW Upgrade	1	44	7,5
	2. Master plan development for WWTW	1	44	15
	3. Advanced treatment process (any criteria listed in Project 9 criteria 2)	1	44	7,5

Clause	Wording / Data									
	Table T4: Company Experience - Roads and Pavement Projects Functionality Criteria (Project 11 to 14)									
	Project	Criteria		Criteria also applicable to the following projects:				Points		
		Minimum Criteria detail	Number of							
	Project 11: Rehabilitation / Upgrading of Roads	1. Resurfacing	1				44	5		
		2. Reconstruction of surfaced roads or upgrading of gravel roads to surfaced roads	2				44	20		
		3. New single carriageway	1	15	23		44	5		
	Project 12: Upgrading of Roads through Labour Intensive Methods	1. Upgrading of roads through LI practices	2				44	30		
	Project 13: Pavement Management System	1. Development/Updating of a PMS for a Municipality	2				44	24		
		2. Road asset management	1				44	6		
	Project 14: Road Master Plan	1. Development of a RMP for a Municipality	1				44	24		
		2. Strategic/Cordon Area modelling	1				44	6		
	Table T5: Company Experience - Stormwater Projects Functionality Criteria (Project 15 to 17)									
	Project	Criteria		Criteria also applicable to the following projects:				Points		
		Minimum Criteria detail	Number of							
	Project 15: Upgrading of Stormwater systems	1. 450mm dia. Underground stormwater system (pipes and culverts), 500m	2	16		23	44	20		
		2. Energy dissipating structures	1		17		44	7,5		
		3. Detention / retention ponds	1		17		44	2,5		
	Project 16: Stormwater Master Plan	1. 450mm dia. Underground stormwater system (pipes and culverts), 500m	1				44	5		
		2. SWMP developed for a Municipality	1				44	20		
		3. Flood line delineation	1				44	5		
Project 17: Stormwater Structures and Facilities	1. Stilling basins	1				44	7,5			
	2. Energy dissipating structures	1				44	7,5			
	3. Detention / retention ponds	1				44	7,5			
	4. Erosion protection measures or retaining structures	1				44	7,5			

Clause	Wording / Data						
	Table T6: Company Experience - Traffic/Transport Projects Functionality Criteria (Project 18 to 22)						
	Project	Criteria		Criteria also applicable to the following projects:		Points	
		<u>Minimum</u> Criteria detail	Number of				
	Project 18: Traffic / Transport Studies	1. TIA / TIS	2		21	44	20
		2. Corridor Study (AMP)	1			44	4
		3. Parking Study	1			44	3
		4. NMT Master Plan/Study	1			44	3
	Project 19: Traffic and Transport Models	1. Strategic modelling	1		20	44	10
		2. Cordon Area modelling	1		20	44	10
		3. Micro-simulation modelling	1			44	10
	Project 20: CITP	1. Development/Updating of CITP for a Municipality	2			44	20
		2. Strategic Model / Cordon Area Model	1			44	10
	Project 21: Traffic signals	1. Traffic analysis (TIA / TIS)	2			44	10
		2. Traffic signal design / optimisation	2			44	10
		3. Signal timing strategy development	2			44	10
	Project 22: Public Transport Structures and Facilities	1. Terminals	2			44	12
		2. Transfer location	2			44	12
		3. Bus stops and shelters	2			44	6
		Table T7: Company Experience - Council Buildings and Development Projects Functionality Criteria (Project 23 to 25)					
		Project	Criteria		Criteria also applicable to the following projects:		Points
		<u>Minimum</u> Criteria detail	Number of				
Project 23: Council Developments - Built Environment Services		1. 110mm diameter water reticulation, 500m	1		44		2,5
		2. Bulk water pipeline (>200mm), 500m	1		44		2,5
		3. 160mm diameter sewer reticulation, 500m	1		44		2,5
		4. Sewer rising main (>200mm), 500m	1		44		2,5
		5. Bulk gravity sewer pipeline (>200mm), 500m	1		44		2,5
		6. 450mm dia Underground stormwater system (pipes and culverts), 500m	1		44		2,5
		7. 45U/s Water Pump station	1		44		2,5
	8. 45U/s Sewer Pump station	1		44		2,5	

Clause	Wording / Data				
	9. New single carriageway	1		44	2,5
	10. Electrical distribution for housing development	1		44	2,5
	11. Architecture for municipal development	2		44	5
Project 24: Council Developments - Other Professional Services	1. Urban design development for Municipal project	2		44	15
	2. Town planning (layout development, sub-division and rezoning) for municipal project	2		44	15
Project 25: Council Buildings, Facilities, Structures and Renovations	1. Interior renovation projects	2		44	12
	2. Single storey building design development and implementation	2		44	12
	3. Small, power and lighting design development and implementation	1		44	3
	4. HVAC system for new/existing building	1		44	3

Table T8: Company Experience - Legislative Compliance Projects Functionality Criteria (Project 26 to 30)

Project	Criteria		Criteria also applicable to the following projects:	Points
	Minimum Criteria detail	Number of		
Project 26: Blue, green & purple drop audits and assessments	1. Blue, green or purple drop assessments/audits	3	44	30
Project 27: Infrastructure Asset Management	1. Infrastructure audits	1	44	7,5
	2. Infrastructure condition assessment	1	44	7,5
	3. Asset verification	1	44	7,5
	4. Infrastructure Asset Management Plan or digital twin development	1	44	7,5
Project 28: WSDP/WSA	1. WSDP/WSA development/updating for a municipality	2	28, 44	30
Project 29: WSP, W2RAP & Process audits	1. Water Safety Plan development/updating	2	29, 44	10
	2. Wastewater Risk Abatement plan development/updating	2	29, 44	10
	3. Conducting process audits for WTW or WWTW	2	29, 44	10
Project 30: Dam Safety inspections	1. Conduct dam safety inspections (Category II dam)	2	44	30

Table T9: Company Experience -Sport Projects Functionality Criteria (project 31 and 32)

Project	Criteria		Criteria also applicable to the following projects:	Points
	Minimum Criteria detail	Number of		
Project 31: Sport and Other Recreational Facilities	1. Athletic track	1	32, 44	6
	2. Sport Pavilion	1	32, 44	6
	3. Sport field (rugby, soccer)	1	32, 44	6
	4. Courts (tennis, netbal etc.)	1	32, 44	6

Clause	Wording / Data						
		5. Municipal Swimming pool	1		32	44	6
	Project 32: Sports Master Plan	1. Develop/Update sport master plan	1			44	10
		2. Design development and implementation of at least 2 sport facilities (see project 31 criteria)	2			44	20

Table T10: Company Experience - Environmental Projects Functionality Criteria (Project 33 and 34)

Project	Criteria		Criteria also applicable to the following projects:	Points
	Minimum Criteria detail	Number of		
Project 33: Environmental Processes	1. Complete process for EIA and BA applications	2	44	10
	2. Development and approval of EMP's	2	44	6
	3. Development and approval of MMP's	2	44	4
	4. Complete process for WUL applications	2	44	6
	5. Forestry Permit (indigenous trees)	2	44	4
Project 34: Environmental Monitoring and Control	1. Performing duties of Environmental Control Officer on Municipal construction sites	3	44	30

Table T11: Company Experience - Electrical/Electronic Projects Functionality Criteria (Project 35 and 36)

Project	Criteria		Criteria also applicable to the following projects:	Points
	Minimum Criteria detail	Number of		
Project 35: Telemetry & SCADA - W&S Infrastructure	1. Telemetry & SCADA upgrades: WTW and water pump stations installations	2	44	15
	2. Telemetry & SCADA upgrades: WWTW and Sewer pump station installations	2	44	15
Project 36: Standby Power Facilities - W&S Infrastructure	1. 100kVA New generator installations at water sites	2	44	15
	2. 100kVA New generator installations at wastewater sites	2	44	15

Table T12: Company Experience - Other / Ad-hoc Projects Functionality Criteria (Project 37 – 44)

Project	Criteria		Criteria also applicable to the following projects:	Points
	Minimum Criteria detail	Number of		
Project 37: W&S infrastructure - Condition Assessments	1. Infrastructure condition assessment of water or sanitation infrastructure	2		30
Project 38: Roads and Stormwater - Condition Assessments	1. Infrastructure condition assessment for roads or stormwater infrastructure	2		20
	2. Road corridor survey/assessment	1		10
Project 39: Buildings and Structures - Condition Assessments	1. Dilapidation assessment	1		5

Clause	Wording / Data				
		2. Property/Building condition assessment	2		25
Project 40: Disaster Management & Risk Reduction	1. Risk assessment(s) performed		2		12
	2. Develop/Update Risk reduction plans		2		12
	3. Integration with spatial development planning		1		6
Project 41: Infrastructure Management Information System	1. Water modelling and master planning for a municipality		2		5
	2. Sewer modelling and master planning for a municipality		2		5
	3. Stormwater modelling and master planning for a municipality		2		5
	4. Billing data analysis including NRW for municipality		2		5
	5. Stormwater ingress analysis into sewer network for a municipality		1		2,5
	6. Water and Sewer Tariff analysis for Municipality		1		2,5
	7. Development of water or sewer pipe replacement prioritisation/programme for a municipality		1		2,5
	8. Integration with George Municipal GIS Viewer		1		2,5
Project 42: Sustainable Lifecycle Planning, Governance and Finance	1. Project management for sustainable infrastructure lifecycle planning project		1		7,5
	2. Financial modelling and structuring		1		7,5
	3. Financing strategy development		1		7,5
	4. Business case development		1		7,5
Project 43: Innovation Capacity Enhancement	1. Innovative ecosystem design for organ of state		1		6
	2. Innovative ecosystem design		1		24
Project 44: Ad-hoc Professional Services	Criteria specified for project 1 to 36		N/A		30
<p>CATEGORY B: COMPANY EXPERIENCE – KNOWLEDGE OF THE MUNICIPAL ENVIRONMENT (10 TOTAL MAXIMUM POINTS)</p> <ol style="list-style-type: none"> The Tenderer shall attach to returnable schedule T2.3.2 assignments/services/tenders for which the Tendering Entity is/was appointed for, are underway and/or completed within the Municipal environment. One (1) point will be awarded assignment/services/tenders submitted up to a maximum of ten (10) points, refer to Table T13. The assignments/services/tenders submitted for this category have no relation to the criteria submitted as part of category A, and the Tenderer is required to submit the necessary supporting documentation in order to score points. The following supporting documentation is required: <ul style="list-style-type: none"> appointment letter of consultant, completion letter/certificate or an Employer/Client reference letter per project. Any assignments/services/tenders performed within the municipal environment of any municipality will be considered. In the case of a joint venture, the lead partner shall submit proof for at least 6 assignments/services/tenders in compliance with this category, the remaining 4 assignments/services/tenders can consist of the other joint venture members/partners. 					

Clause	Wording / Data																		
	<p>Table T13: Company Experience - Knowledge of the Municipal Environment Functionality Points</p> <table border="1" data-bbox="370 281 1446 445"> <thead> <tr> <th data-bbox="370 281 527 369">Category</th> <th data-bbox="527 281 1252 369">Description</th> <th data-bbox="1252 281 1446 369">Total Maximum Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="370 369 527 445">B</td> <td data-bbox="527 369 1252 445">10 x Assignments/services/tenders for which services were performed in the Municipal Environment (any field / discipline)</td> <td data-bbox="1252 369 1446 445">10</td> </tr> </tbody> </table> <p>CATEGORY C1: COMPANY EXPERIENCE – INVOLVEMENT AND UNDERSTANDING OF LEGISLATIVE REQUIREMENTS (5 TOTAL MAXIMUM POINTS)</p> <ol data-bbox="370 548 1446 940" style="list-style-type: none"> The Tenderer shall attach to returnable schedule T2.3.3 two (2) assignments/services/tenders for which the Tendering Entity is/was appointed for, are underway and/or completed that included legislative processes in terms of the following Acts: National Environmental Management Act (NEMA), National Water Act (NWA), National Forestry’s Act (NFA), etc. One and a half (1.5) point will be awarded per assignments/services/tenders up to a maximum of three (3) points. Refer to table T14-1 for point scoring. The assignments/services/tenders submitted for this category have no relation between the assignments/services/tenders submitted as part of category A and B, and the Tenderer is required to submit the necessary supporting documentation in order to score points. The following supporting documentation is required: <ul data-bbox="435 877 1323 940" style="list-style-type: none"> • appointment letter of consultant, • completion letter/certificate or an Employer/Client reference letter per project. <p>Table T14-1: Company Experience - Understanding Legislative Requirements Functionality Points</p> <table border="1" data-bbox="370 1043 1446 1207"> <thead> <tr> <th data-bbox="370 1043 527 1119">Category</th> <th data-bbox="527 1043 1216 1119">Description</th> <th data-bbox="1216 1043 1446 1119">Total Maximum Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="370 1119 527 1207">C1</td> <td data-bbox="527 1119 1216 1207">2 x Assignments/services/tenders that required the involvement and understanding of NEMA, NWA, NFA etc. legislative processes</td> <td data-bbox="1216 1119 1446 1207">3</td> </tr> </tbody> </table> <p>CATEGORY C2: COMPANY EXPERIENCE – INVOLVEMENT AND UNDERSTANDING OF LEGISLATIVE REQUIREMENTS (5 TOTAL MAXIMUM POINTS)</p> <ol data-bbox="370 1304 1446 1633" style="list-style-type: none"> The Tenderer shall attach to returnable schedule T2.3.3 one (1) assignments/services/tenders that included Stage 4: Documentation and Procurement. Two (2) maximum points will be awarded for this category. Refer to table T14-2 for point scoring. The assignments/services/tenders submitted for this category have no relation between the assignments/services/tenders submitted as part of category A, B or C1, and the Tenderer is required to submit the necessary supporting documentation in order to score points. The following support documentation is required: <ul data-bbox="435 1570 1323 1633" style="list-style-type: none"> • appointment letter of consultant, • completion letter/certificate or an Employer/Client reference letter per project. <p>Table T14-2: Company Experience - Understanding Legislative Requirements Functionality Points</p> <table border="1" data-bbox="370 1728 1446 1881"> <thead> <tr> <th data-bbox="370 1728 527 1803">Category</th> <th data-bbox="527 1728 1216 1803">Description</th> <th data-bbox="1216 1728 1446 1803">Total Maximum Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="370 1803 527 1881">C2</td> <td data-bbox="527 1803 1216 1881">1 x Project that required the involvement and understanding of Supply Chain Management Practices</td> <td data-bbox="1216 1803 1446 1881">2</td> </tr> </tbody> </table>	Category	Description	Total Maximum Points	B	10 x Assignments/services/tenders for which services were performed in the Municipal Environment (any field / discipline)	10	Category	Description	Total Maximum Points	C1	2 x Assignments/services/tenders that required the involvement and understanding of NEMA, NWA, NFA etc. legislative processes	3	Category	Description	Total Maximum Points	C2	1 x Project that required the involvement and understanding of Supply Chain Management Practices	2
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Clause	Wording / Data														
	<p>CATEGORY D: KEY PERSONNEL (40 TOTAL MAXIMUM POINTS)</p> <ol style="list-style-type: none"> 1. The key person(s) required per project is listed in Annexure C4.2: Key Personnel Schedule. 2. Not all persons listed on Annexure C4.2 are key persons and only CV's, qualifications and professional registrations of key personnel are required. 3. A Tenderer shall complete the CV template provided (refer to returnable schedule T2.3.4) for every key person requested per project. 4. CV's must be typed, but CV's must be signed (physically or electronically) in the provided block. Unsigned CV's will not be accepted and will result in zero points scored for the key person(s). 5. Copies of qualifications and professional registration (where applicable) must accompany the CV. 6. A key person sourced from a service provider external to the tendering entity shall sign the confirmation of intent section provided in the CV template. Where the signature is not provided such a CV will not be considered for scoring points. 7. Key personnel may be duplicated across multiple projects and roles (where permitted) but are limited to a maximum of 5 projects in total for the following key personnel: <ul style="list-style-type: none"> • Employers Agent / Project Manager / Project Engineer • Civil Engineer • Civil Engineering Technician 8. The following key persons are required to be professionally registered (active and valid registration) to score points: <ul style="list-style-type: none"> • Employers Agent / Project Engineer / Project Manager • Engineering personnel (Engineer, Technologist, Technician and/or Specialists): Civil, Pavement, Geometric Design, Transportation, Structural, Mechanical, Electrical, Electronic, Process, Dam, Chemical • Architect • Geohydrologist • Quantity Surveyor • Disaster Management Professional • Spatial / Regional Planners 9. The CV template will be made available electronically. 10. The maximum number of points that can be scored for key person(s) for any project is 40. An adjustment factor will be applied to the total points scored to adjust the points to a score out of 40. <u>For example:</u> <ul style="list-style-type: none"> - Assume a project has 16 key personnel. - Total maximum points for 16 personnel are 320 points (16 personnel x 20 points). - 16 personnel scoring 16 points each = 256 points scored in total. - Applying a weighting factor of 8 (320 ÷ 40) to adjust the 256 points out of a point of 40. - 256 ÷ 8 = 32 points out of 40. <p>Table T15: Key Personnel Functionality Points</p> <table border="1" data-bbox="370 1606 1429 1911"> <thead> <tr> <th data-bbox="370 1606 527 1654">Category</th> <th data-bbox="527 1606 1198 1654">Description</th> <th data-bbox="1198 1606 1429 1654">Total Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="370 1654 527 1911" rowspan="5" style="text-align: center; vertical-align: middle;">D</td> <td data-bbox="527 1654 1198 1703">≥ 5 projects</td> <td data-bbox="1198 1654 1429 1703" style="text-align: center;">20</td> </tr> <tr> <td data-bbox="527 1703 1198 1751">4 projects</td> <td data-bbox="1198 1703 1429 1751" style="text-align: center;">16</td> </tr> <tr> <td data-bbox="527 1751 1198 1799">3 projects</td> <td data-bbox="1198 1751 1429 1799" style="text-align: center;">12</td> </tr> <tr> <td data-bbox="527 1799 1198 1848">2 projects</td> <td data-bbox="1198 1799 1429 1848" style="text-align: center;">8</td> </tr> <tr> <td data-bbox="527 1848 1198 1911">< 2 projects</td> <td data-bbox="1198 1848 1429 1911" style="text-align: center;">0</td> </tr> </tbody> </table>	Category	Description	Total Points	D	≥ 5 projects	20	4 projects	16	3 projects	12	2 projects	8	< 2 projects	0
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	<p>CATEGORY E: QUALITY MANAGEMENT PLAN / SYSTEM (5 TOTAL MAXIMUM POINTS)</p> <ol style="list-style-type: none"> The Tenderer shall attach to returnable schedule T2.3.5 the quality management plan / system currently used by the tendering entity. Points will be awarded as per table T16. In the case of a joint venture, or a consortium, the lead partner as per the agreement shall submit proof of a plan / system. The plan / system by other joint venture members shall not be considered in scoring points. <p>Table T16: Quality Management Plan / System Functionality Points</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Type of Plan / System</th> <th>Total Maximum Points per Sub-category</th> </tr> </thead> <tbody> <tr> <td>E1</td> <td>ISO 9001:2015</td> <td>5</td> </tr> <tr> <td>E2</td> <td>ISO 9001 (pre-2015 edition)</td> <td>4</td> </tr> <tr> <td>E3</td> <td>Other recognised system</td> <td>3</td> </tr> <tr> <td>E4</td> <td>Quality management plan</td> <td>2</td> </tr> <tr> <td>E5</td> <td>No system / plan in place or no plan / system submitted</td> <td>0</td> </tr> </tbody> </table> <p>CATEGORY F: ACCREDITED / RECOGNISED PROFESSIONAL ASSOCIATIONS / ORGANISATIONS</p> <ol style="list-style-type: none"> The Tenderer shall attach to returnable schedule T2.3.6 their active/valid affiliation and/or association with an accredited / recognised professional associations / organisations in the relevant field of professional services offered. Points will be awarded as per table T17. The accredited / recognised professional association/organization shall comply with the requirements for recognition as a voluntary association with the relevant professional body. In the case of a joint venture, or a consortium, the lead partner as per the agreement shall submit proof of affiliation and/or association to returnable schedule T2.3.6 for scoring of points. The maximum points that can be scored for this category is 5 points. <p>Table T17: Accredited/Recognised Professional Associations / Organisations Functionality Points</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Professional Field</th> <th>Professional Associations / Organisations</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>E1</td> <td>Engineering</td> <td>Civil Engineering Council of South Africa (CESA) South African Institute of Chemical Engineers (SAIChe)</td> <td>5</td> </tr> <tr> <td>E2</td> <td>Environmental</td> <td>International Association for Impact Assessments (IAIA)</td> <td>5</td> </tr> <tr> <td>E3</td> <td>Architecture</td> <td>South African Institute of Architects (SAIA)</td> <td>5</td> </tr> <tr> <td>E4</td> <td>Landscape Architecture</td> <td>Institute of Landscape Architects of South Africa</td> <td>5</td> </tr> <tr> <td>E5</td> <td>Quantity Surveying</td> <td>The Association of South African Quantity Surveyors</td> <td>5</td> </tr> <tr> <td>E6</td> <td>Surveying</td> <td>South African Geomatics Institute</td> <td>5</td> </tr> <tr> <td>E7</td> <td>Project Managers</td> <td>Project Management South African (PMSA) International Project Management Association (IPMA)</td> <td>5</td> </tr> <tr> <td>E8</td> <td>Attorney / Advocate</td> <td>Corporate Counsel Association of South Africa (CCASA) Law Society of South Africa (LSSA)</td> <td>5</td> </tr> <tr> <td>E9</td> <td>Economist</td> <td>Economic Society of South Africa</td> <td>5</td> </tr> <tr> <td>E10</td> <td>Mediator, Arbitrator and/or Adjudicator</td> <td>Law Society of South Africa (LSSA)</td> <td>5</td> </tr> </tbody> </table>	Category	Type of Plan / System	Total Maximum Points per Sub-category	E1	ISO 9001:2015	5	E2	ISO 9001 (pre-2015 edition)	4	E3	Other recognised system	3	E4	Quality management plan	2	E5	No system / plan in place or no plan / system submitted	0	Category	Professional Field	Professional Associations / Organisations	Points	E1	Engineering	Civil Engineering Council of South Africa (CESA) South African Institute of Chemical Engineers (SAIChe)	5	E2	Environmental	International Association for Impact Assessments (IAIA)	5	E3	Architecture	South African Institute of Architects (SAIA)	5	E4	Landscape Architecture	Institute of Landscape Architects of South Africa	5	E5	Quantity Surveying	The Association of South African Quantity Surveyors	5	E6	Surveying	South African Geomatics Institute	5	E7	Project Managers	Project Management South African (PMSA) International Project Management Association (IPMA)	5	E8	Attorney / Advocate	Corporate Counsel Association of South Africa (CCASA) Law Society of South Africa (LSSA)	5	E9	Economist	Economic Society of South Africa	5	E10	Mediator, Arbitrator and/or Adjudicator	Law Society of South Africa (LSSA)	5
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Clause	Wording / Data			
E11	Town and Regional Planners	Urban Design Institute of South Africa South African Planning Institute (SAPI)		5
E12	Natural Science	Academy of Science of South Africa (ASSAf) Council for Geoscience (CGS)		5
E13	Roads / Pavement	International Road Federation (IRF) National Asphalt Pavement Association (NAPA)		5
E14	Accounting	South African Accounting Association (SAAA) South African Institute of Professional Accountants (SAIPA)		5
E15	Disaster Management	Disaster Management Institute of Southern Africa (DMISA)		5
E16	GIS	Geo-Information Society of South Africa (GISSA)		5
E17	Innovation	South African Research and Innovation Management Association (SARIMA)		5
E18	Other	Other recognised national and international associations not listed above for the relevant field/discipline		5
E19	No proof provided	N/A		0

C.3.11.5 Price, Preference and Specific Goals

<p><u>Add the following new Clause:</u></p> <p><u>Stage 2: Price, Preference and Specific Goals</u></p> <p>In terms of paragraph 6(1) of the George Municipality's Preferential Procurement Policy 2023/24 financial year (approved 12 February 2024) 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 project.</p> <p>The 80/20 preference point system will therefore be applied whereby a maximum of Eighty (80) points will be awarded for price and a maximum of Twenty (20) points for preference and specific goals per project.</p> <p>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 and/or above R 50 000 000.00 respectively (all applicable taxes included):</p> $P_s = 80 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$ <p>Where: P_s = Points scored for price of tender under consideration; P_t = Price of tender under consideration; and P_{min} = Price of lowest acceptable tender.</p> <p>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:</p>		
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

Clause	Wording / Data																																							
	<p>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.</p> <p>Preference points will be awarded for attaining the B-BBEE status level of contribution in accordance with the below table:</p> <table border="1" data-bbox="375 415 1453 936"> <thead> <tr> <th data-bbox="375 415 883 478">B-BBEE Status Level of Contributor</th> <th data-bbox="883 415 1453 478">Number of Points (80/20 system)</th> </tr> </thead> <tbody> <tr><td data-bbox="375 478 883 531">1</td><td data-bbox="883 478 1453 531">10</td></tr> <tr><td data-bbox="375 531 883 583">2</td><td data-bbox="883 531 1453 583">9</td></tr> <tr><td data-bbox="375 583 883 636">3</td><td data-bbox="883 583 1453 636">7</td></tr> <tr><td data-bbox="375 636 883 688">4</td><td data-bbox="883 636 1453 688">6</td></tr> <tr><td data-bbox="375 688 883 741">5</td><td data-bbox="883 688 1453 741">4</td></tr> <tr><td data-bbox="375 741 883 793">6</td><td data-bbox="883 741 1453 793">3</td></tr> <tr><td data-bbox="375 793 883 846">7</td><td data-bbox="883 793 1453 846">2</td></tr> <tr><td data-bbox="375 846 883 898">8</td><td data-bbox="883 846 1453 898">1</td></tr> <tr><td data-bbox="375 898 883 936">Non-compliant contribution</td><td data-bbox="883 898 1453 936">0</td></tr> </tbody> </table> <p>Points for specified goals shall be scored in respect of Regulation 3(2) of the Preferential Procurement Regulations, 2022.</p> <p>A maximum of 50% of 20 points (80/20 preference points system) will be allocated for specific goals per project.</p> <p>The specific goal to promote economic development for this tender is: By promotion of enterprises located in the local area.</p> <p>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:</p> <table border="1" data-bbox="375 1333 1446 1661"> <thead> <tr> <th colspan="2" data-bbox="375 1333 1446 1375">PROMOTION OF ENTERPRISES LOCATED IN THE LOCAL AREA</th> </tr> <tr> <th data-bbox="375 1375 1073 1486" rowspan="2">Local area of Supplier</th> <th data-bbox="1073 1375 1446 1444">Number of Points for Preference</th> </tr> <tr> <th data-bbox="1073 1444 1446 1486">80/20</th> </tr> </thead> <tbody> <tr><td data-bbox="375 1486 1073 1528">Within the boundaries of the George Municipality</td><td data-bbox="1073 1486 1446 1528">10</td></tr> <tr><td data-bbox="375 1528 1073 1570">Within the boundaries of the Garden Route District</td><td data-bbox="1073 1528 1446 1570">6</td></tr> <tr><td data-bbox="375 1570 1073 1612">Within the boundaries of the Western Cape</td><td data-bbox="1073 1570 1446 1612">4</td></tr> <tr><td data-bbox="375 1612 1073 1661">Outside the boundaries of the Western Cape</td><td data-bbox="1073 1612 1446 1661">2</td></tr> </tbody> </table> <p>Tenderers are to complete and attached proof to score points to the following returnable documents:</p> <table border="1" data-bbox="375 1755 1446 1917"> <thead> <tr> <th data-bbox="375 1755 829 1854">Returnable Document</th> <th data-bbox="829 1755 1073 1854">Returnable Document to be Completed</th> <th data-bbox="1073 1755 1446 1854">Supporting Documentation</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 1854 829 1917">T 2.2.13: Proof of Payment of Municipal Rates and Taxes</td> <td data-bbox="829 1854 1073 1917">N/A</td> <td data-bbox="1073 1854 1446 1917">Attach proof of municipal account, lease agreement or</td> </tr> </tbody> </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	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	Outside the boundaries of the Western Cape	2	Returnable Document	Returnable Document to be Completed	Supporting Documentation	T 2.2.13: Proof of Payment of Municipal Rates and Taxes	N/A	Attach proof of municipal account, lease agreement or
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Clause	Wording / Data	
		affidavit from property owner. Also refer to clause C.2.19.
	T 2.2.15: B-BBEE Certificate	N/A Attach proof of a B-BBEE status level contributor
	T 2.2.16: Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022	Yes Attached to T 2.2.13 and T 2.2.15
<p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>The Employer will confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.</p> <p>Failure to comply with these requirements shall result in the Tenderer being allocated zero Preference Points.”</p> <p>Awarding of contracts to Tenderers not scoring highest points</p> <p>In accordance with the George Municipality’s Preferential Procurement Policy 2023/24 financial year (approved 12 February 2024) paragraph 11(11), the contract must be awarded to a Tenderer scoring the highest points. If the highest two or more Tenderers score an equal total number of points, the specified goals in addition to those contemplated in paragraphs 2(1)(d) and (e) of the Act justify the award to the Tenderer that scored the highest points in accordance with section 2(1)(f) of the Act obtained the same amount of points the following process will be applicable to determine the preferred bidder.</p> <p>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.</p> <p><u>The Scoring of Unincorporated Joint Ventures:</u></p> <p>In respect of an unincorporated joint venture, being a joint venture between two or more measured entities, which is not constituted in the form of an incorporated juristic person, 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.</p>		
C.3.12	Insurance Provided by the Employer	
	No insurances will be provided by the Employer.	
C.3.13	Acceptance of Tender Offer	
	<p><u>Delete the first sentence of Clause C.3.13 and replace with the following:</u> “Accept the tender offer, if in the opinion of the Employer, it does not present any material risk and only if the tenderer:”</p> <p><u>Delete C.3.13 a) as a whole and replace with the following:</u> “a. is not under restrictions, has any principals who are under restrictions, or is not currently a</p>	

Clause	Wording / Data
	<p>supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,"</p> <p><u>Add the following to the end of Clause C.3.13:</u> "In addition to the requirements listed in Clause C.3.13, a tender will only be accepted for evaluation if:</p> <ol style="list-style-type: none"> 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. b. the tenderer has not: <ol style="list-style-type: none"> i. abused the Employer's Supply Chain Management System or ii. failed to perform on any previous contract and has been given a written notice to this effect. 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." <p>If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).</p> <p>The Employer reserves the right to accept a tender offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.</p>
C.3.13.1	<p><u>Add the following new Clause:</u> Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> 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; b. the tender offer is signed by a person authorized to sign on behalf of the Tenderer. 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. d. the Tenderer has submitted certified copies of the directors, owners, and shareholders' identity documents with the tender offer. 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
	<p><u>Replace the above heading above with:</u> Publication of Submissions Received and the Award of Contracts</p> <p><u>Delete the contents of the clause and replace with the following:</u></p> <ol style="list-style-type: none"> a. The SCM Unit / official shall make public within 10 working days after the final award of any advertised call for expression of interest or an invitation to tender where the estimated value of the contract exceeds R300 000 including VAT on the municipality's website or municipal entity's website, the names of all tenderers that made submissions to that advertisement, and if practical or applicable, the total of the prices and the preferences claimed. Such information shall remain on the website for at least 30 days. b. 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

Clause	Wording / Data
	<p>The number of paper copies of the signed contract to be provided by the employer is zero.</p> <p>The Employer will provide the signed contract in electronic format.</p>
C.4	ADDITIONAL CONDITIONS OF TENDER
C.4.1	Negotiations with Preferred Tenderers
	<p>The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process as preferred Tenderers, provided that such negotiation:</p> <ol style="list-style-type: none"> a. does not allow any preferred tenderer a second or unfair opportunity; b. is not to the detriment of any other tenderer; and c. does not lead to a higher price than the tender as submitted. <p>The Accounting Officer or his delegate may negotiate for market related prices, if all else fail this may lead to cancelation of the bid.</p> <p>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.</p> <p>If negotiations fail to result in acceptable contract terms, the Accounting Officer, or the person authorised in terms of Clause 24 of the Supply Chain Management Policy 2023/24, 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.</p>
C.4.2	Unreasonable or Out of Proportion Rates
	<p>A tender may be rejected if the rates for any of the items in the Schedule of Rates are, in the opinion of the Employer, unreasonable or out of proportion. The Tenderer will be given a period of seven (7) days after having been notified in writing by the Employer to adjust the rates for the relevant items. Should the Tenderer fail to agree to adjust the rates or provide substantive evidence that, in the opinion of the Employer, justifies the unreasonable or out of proportion rates, the tender will be declared non-responsive.</p>
C.4.3	Claims Arising after Submission of Tender
	<p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything contained in the 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:</p> <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer's Representative at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.</p>
C.4.4	Miscellaneous Special Conditions of Tender
	<p>In accordance with the Employers' Supply Chain Management Policy, the following special conditions of tender apply:</p> <ol style="list-style-type: none"> a. Only a tenderer who has completed and signed the declaration part of the tender documentation may be considered. b. When comparative prices must be calculated, any discounts which have been offered unconditionally will be taken into account. c. A discount which has been offered conditionally will, despite not being taken into account for

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	<p>evaluation purposes, be implemented when payment to a tenderer in respect of an accepted tender is affected.</p> <p>d. Points scored will be rounded off to the nearest 2 decimal places.</p> <p>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.</p> <p>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.</p> <p>g. Should two or more tenders be equal in all respects, the award shall be decided by the drawing of lots.</p>																																																																																																		
C.4.5	Subcontracting/Consulting																																																																																																		
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C.4.6	Establishment of the Project Panel																																																																																																		
	<p>Establishment</p> <p>The successful Tenderers per project shall be assigned to the various projects upon conclusion of the evaluation of this Tender, to create/establish a project panel.</p> <p>The Tenderers will be ranked per project in terms of the score obtained in Stage 2: Price, Preference and Specific Goals (refer to Clause C.3.11.5) to establish the order of assigning work packages based on their total score (column E).</p> <p>To illustrate the above, an example using the 80/20-point scoring system is indicated below.</p> <p><i>Example:</i></p> <table border="1" data-bbox="370 1066 1453 1306"> <thead> <tr> <th data-bbox="370 1066 516 1100">[A]</th> <th data-bbox="516 1066 695 1100">[B]</th> <th data-bbox="695 1066 873 1100">[C]</th> <th data-bbox="873 1066 1052 1100">[D]</th> <th data-bbox="1052 1066 1273 1100">[E]</th> <th data-bbox="1273 1066 1453 1100">[F]</th> </tr> <tr> <th data-bbox="370 1100 516 1201">Tenderer</th> <th data-bbox="516 1100 695 1201">Points for 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1273 1306">89</td> <td data-bbox="1273 1268 1453 1306">2</td> </tr> </tbody> </table> <p>The rank for the example project will therefore be:</p> <ul style="list-style-type: none"> • Y • Z • X <p>The established project panel will form the basis of the order for which individual work package(s) are requested and awarded, subject to and in line with Clause C.4.7 of the Tender Data.</p> <p>Panel Size</p> <p>The panel size per project are as follows:</p> <table border="1" data-bbox="370 1675 1453 1921"> <thead> <tr> <th colspan="15" data-bbox="370 1675 1162 1793">Projects</th> <th data-bbox="1162 1675 1305 1793">Primary Panel Size per Project</th> <th data-bbox="1305 1675 1453 1793">Secondary Panel Size per Project</th> </tr> </thead> <tbody> <tr> <td data-bbox="370 1793 412 1827">1</td> <td data-bbox="412 1793 454 1827">2</td> <td data-bbox="454 1793 496 1827"></td> <td data-bbox="496 1793 539 1827"></td> <td data-bbox="539 1793 581 1827"></td> <td data-bbox="581 1793 623 1827"></td> <td data-bbox="623 1793 665 1827">7</td> <td data-bbox="665 1793 708 1827">8</td> <td data-bbox="708 1793 750 1827"></td> <td data-bbox="750 1793 792 1827"></td> <td data-bbox="792 1793 834 1827"></td> <td data-bbox="834 1793 876 1827">11</td> <td data-bbox="876 1793 919 1827"></td> <td data-bbox="919 1793 961 1827"></td> <td data-bbox="961 1793 1003 1827">15</td> <td data-bbox="1162 1793 1305 1885" rowspan="2">5</td> <td data-bbox="1305 1793 1453 1885" rowspan="2">10</td> </tr> <tr> <td data-bbox="370 1827 412 1860"></td> <td data-bbox="412 1827 454 1860"></td> <td data-bbox="454 1827 496 1860"></td> <td data-bbox="496 1827 539 1860"></td> <td data-bbox="539 1827 581 1860">21</td> <td data-bbox="581 1827 623 1860">22</td> <td data-bbox="623 1827 665 1860"></td> <td data-bbox="665 1827 708 1860"></td> <td data-bbox="708 1827 750 1860"></td> <td data-bbox="750 1827 792 1860"></td> <td data-bbox="792 1827 834 1860"></td> <td data-bbox="834 1827 876 1860"></td> <td data-bbox="876 1827 919 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	<p>Notes:</p> <ul style="list-style-type: none"> - Primary Panel: Means the panel that will be used to assign individual work packages. - Secondary Panel: Means the panel that will be used to assign individual work packages once the Directorate determines that additional capacity is required over and above the primary panel. Tenderers should note that the secondary panel service providers will only enter into a signed contract with the Municipality once the services of the secondary panel are required. <p>Project Panel Limitation A Service Provider will not be permitted on the panel of all 44 projects in terms of the primary panel.</p> <p>The following limits shall apply to each project panel:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No</th> <th style="width: 60%;">Description</th> <th colspan="8">Projects</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align: center;">1</td> <td rowspan="2">A service provider shall be limited to serve on a maximum of 8 of the following 14 project panels</td> <td style="text-align: center;">1</td><td style="text-align: center;">2</td><td style="text-align: center;">3</td><td style="text-align: center;">4</td><td style="text-align: center;">7</td><td style="text-align: center;">8</td><td style="text-align: center;">9</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td style="text-align: center;">11</td><td style="text-align: center;">12</td><td style="text-align: center;">15</td><td style="text-align: center;">17</td><td style="text-align: center;">22</td><td style="text-align: center;">23</td><td style="text-align: center;">31</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td rowspan="3" style="text-align: center;">2</td> <td rowspan="3">A service provider shall be limited to serve on a maximum of 10 of the following 19 project panels</td> <td style="text-align: center;">5</td><td style="text-align: center;">6</td><td style="text-align: center;">10</td><td style="text-align: center;">13</td><td style="text-align: center;">14</td><td style="text-align: center;">16</td><td style="text-align: center;">18</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td style="text-align: center;">19</td><td style="text-align: center;">20</td><td style="text-align: center;">21</td><td style="text-align: center;">26</td><td style="text-align: center;">27</td><td style="text-align: center;">28</td><td style="text-align: center;">29</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td style="text-align: center;">30</td><td style="text-align: center;">32</td><td style="text-align: center;">37</td><td style="text-align: center;">38</td><td style="text-align: center;">39</td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td rowspan="2" style="text-align: center;">3</td> <td rowspan="2">A service provider shall not be limited in terms of the number of projects that they can serve on, and can serve on all 11 of the following project panels</td> <td style="text-align: center;">24</td><td style="text-align: center;">25</td><td style="text-align: center;">33</td><td style="text-align: center;">34</td><td style="text-align: center;">35</td><td style="text-align: center;">36</td><td style="text-align: center;">40</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td style="text-align: center;">41</td><td style="text-align: center;">42</td><td style="text-align: center;">43</td><td style="text-align: center;">44</td><td></td><td></td><td></td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </tbody> </table> <p>The assignment of the work packages within the above limits will be at the discretion of the Employer.</p>																	No	Description	Projects								1	A service provider shall be limited to serve on a maximum of 8 of the following 14 project panels	1	2	3	4	7	8	9								11	12	15	17	22	23	31								2	A service provider shall be limited to serve on a maximum of 10 of the following 19 project panels	5	6	10	13	14	16	18								19	20	21	26	27	28	29								30	32	37	38	39										3	A service provider shall not be limited in terms of the number of projects that they can serve on, and can serve on all 11 of the following project panels	24	25	33	34	35	36	40								41	42	43	44										
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C.4.7	Procedure for Award of Work Package(s)																																																																																																																																		
	<p>The request for quotations and award of individual work packages per project will be implemented as follows:</p> <ol style="list-style-type: none"> The request for quotes and award of individual work packages will be done in order of the rank of service providers per project as defined and generated in terms of Clause C.4.6. The highest-ranking service provider will be requested to submit a quote including confirmation of the key personnel presented for the project as part of the original tender submission. <p>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. The key personnel will be scored as per category D of the functionality criteria.</p> <p>Where two or more service providers have an equal total point (column [F] of Clause C.4.6) resulting in the same ranking, the total functionality points obtained (column [B]) will determine who will be requested to submit a quote. The next available work package will be awarded to the service provider who did not receive the first award, etc, before proceeding to the next ranked service provider.</p>																																																																																																																																		

Clause	Wording / Data
	<p>Note that if the fees for an individual work package exceeds R10 million at the time of the request for quotation, the service provider will be required to submit audited annual financial statements for review and evaluation in terms of Clause C.2.18.1 of the Tender Data.</p> <p>c. If the service provider cannot comply with condition b, declines to quote, is prohibited from quoting due to poor performance, including poor performance on T/ING/010/2021 etc. the next ranked service provider will be requested to submit a quote as per condition b above.</p> <p>d. The work package will be awarded, and the next request for a work package will be requested from the second/next highest ranked tenderer.</p> <p>e. The above process will be repeated until the project panel is exhausted. Once the ranking list is exhausted and all service providers have been awarded a work package, irrespective of the value or duration of the work package awarded, the process will recommence from point a.</p> <p>f. Where service providers have not been awarded a work package once the list is exhausted, it would be because of one or more of the following reasons:</p> <ul style="list-style-type: none"> - Poor performance - Termination - Declining to quote - Not complying with tender conditions. <p>Where a Service Provider is in non-compliance with the conditions of Clause 3.5 of the Contract Data, the work package for which the service provider is awarded will be terminated. The work package will be assigned to the next ranked service provider subject to the provisions of this clause.</p> <p>g. The service provider will again after completion of a round of work package requests and awards be requested to submit a quote based on his/her rank if none of the above reasons remain in force.</p> <p>h. A list of awards will be available to all service providers confirming awards made to the various service providers relevant to the project.</p>

T1.3: STANDARD CONDITIONS OF TENDER
C.1 General
C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

C.1.6.2.3 Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.4 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to

revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.5 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- C.2.14 Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- C.2.16 Tender offer validity**
- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

C.2.18.2 Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

C.2.18.3 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer’s undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of

quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

GEORGE MUNICIPALITY
DIRECTORATE: CIVIL ENGINEERING SERVICES
TENDER NUMBER: T/ING/018/2024
TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES

THE TENDER
PART T2: RETURNABLE DOCUMENTS

CONTENTS

Number	Heading	Page
T2.1	List of Returnable Documents	58
T2.2	Returnable Documents (General)	62
T2.3	Returnable Documents (Functionality)	117

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.	63
T 2.2.2	Certificate of Authority of Signatory	Tick if completed, submitted, and complied with.	66
T 2.2.3	Certificate of Authority of Signatory for Joint Ventures	Tick if completed, submitted, and complied with.	69
T 2.2.4	Status of Concern Submitting Tender	Tick if completed, submitted, and complied with.	70
T 2.2.5	Business Registration Documents	Tick if completed, submitted, and complied with.	72
T 2.2.6	Joint Venture Agreement (If Applicable)	Tick if completed, submitted, and complied with.	73
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.	74
T 2.2.8	Company Information (if Tender is greater than R10 million)	Tick if completed, submitted, and complied with.	75
T 2.2.9	Financial References	Tick if completed, submitted, and complied with.	76
T 2.2.10	Central Supplier Database Registration	Tick if completed, submitted, and complied with.	77
T 2.2.11	VAT Registration Certificate	Tick if completed, submitted, and complied with.	78
T 2.2.12	Tax Clearance Certificate	Tick if completed, submitted, and complied with.	79
T 2.2.13	Proof of Payment of Municipal Rates and Taxes	Tick if completed, submitted, and complied with.	80
T 2.2.14	Certificate for Municipal Services	Tick if completed, submitted, and complied with.	81
T 2.2.15	Broad Based Black Economic Empowerment (B-BBEE) Certificate	Tick if completed, submitted, and complied with.	82

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.	83
T 2.2.17	Certificate of Attendance of the Compulsory Clarification Meeting	Tick if completed, submitted, and complied with.	89
T 2.2.18	Record of Addenda to Tender Documents	Tick if completed, submitted, and complied with.	90
T 2.2.19	Proposed Deviations and Qualifications	Tick if completed, submitted, and complied with.	91
T 2.2.20	Bid for the requirements of the George Municipality (MDB 1)	Tick if completed, submitted, and complied with.	92
T 2.2.21	Declaration of Interest (MBD 4)	Tick if completed, submitted, and complied with.	94
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.	98
T 2.2.23	Declaration of Tenderers Past Supply Chain Management Practices (MBD 8)	Tick if completed, submitted, and complied with.	99
T 2.2.24	Certificate of Independent Bid Determination (MBD 9)	Tick if completed, submitted, and complied with.	102
T 2.2.25	Compulsory Enterprise Questionnaire	Tick if completed, submitted, and complied with.	104
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.	105
T 2.2.27	Undisputed Commitments Certification	Tick if completed, submitted, and complied with.	106
T 2.2.28	Authorisation for the Deduction of Outstanding Amounts owed to the George Municipality	Tick if completed, submitted, and complied with.	107
T 2.2.29	Declaration Concerning Fulfilment of The Construction Regulations, 2014	Tick if completed, submitted, and complied with.	108
T 2.2.30	Declaration in respect of Compliance with Labour Legislation	Tick if completed, submitted, and complied with.	110
T 2.2.31	Proof of Payment of Unemployment Insurance Fund (UIF)	Tick if completed, submitted, and complied with.	111
T 2.2.32	Proposed Subcontractors and Specialists	Tick if completed, submitted, and complied with.	112
T 2.2.33	Software Compatibility	Tick if completed, submitted, and complied with.	113
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.	114
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.	115
T 2.2.36	Proof of Insurance	Tick if completed, submitted, and complied with.	116
C 1.1	Form of Offer and Acceptance	Tick if completed, submitted, and complied with.	187
C 1.2	Contract Data (Part 2: Data Provided by the Service Provider)	Tick if completed, submitted, and complied with.	191

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	Company Experience: Projects	Tick if completed, submitted, and complied with.	118
T 2.3.2	Company Experience: Knowledge of the Municipal Environment	Tick if completed, submitted, and complied with.	174
T 2.3.3	Company Experience: Involvement and Understanding of Legislative Requirements	Tick if completed, submitted, and complied with.	176
T 2.3.4	Key Personnel	Tick if completed, submitted, and complied with.	179
T 2.3.5	Quality Management Plan / System	Tick if completed, submitted, and complied with.	183
T 2.3.6	Accredited / Recognised Professional Associations / Organisations	Tick if completed, submitted, and complied with.	184

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.	187
C 1.2	Contract Data (Part 1 and 2)	Tick if completed, submitted, and complied with.	191
C 2.1	Pricing Instructions	Tick if completed, submitted, and complied with.	204
C 2.2	Schedule of Rates	Tick if completed, submitted, and complied with.	208
C 2.3	Summary Page of the Schedule of Rates	Tick if completed, submitted, and complied with.	209
T 2.2.6	Joint Venture (JV) Agreement (if applicable)	Tick if completed, submitted, and complied with.	73
T 2.2.19	Record of Addenda to Tender Documents	Tick if completed, submitted, and complied with.	90
T 2.2.20	Proposed Deviations and Qualifications	Tick if completed, submitted, and complied with.	91
T 2.2.29	Authorisation for the Deduction of Outstanding Amounts owed to the George Municipality	Tick if completed, submitted, and complied with.	107
T 2.3.4	Key Personnel	Tick if completed, submitted, and complied with.	179

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)																														

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

A. Certificate for Company

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

As witnesses :

- 1. Chairman:
- 2. Date:

B. Certificate for Partnership

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



Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

Mr/Mrs

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

....., acting in the
capacity of lead partner, to sign all documents in connection with the tender offer for Contract
..... and any contract resulting from
it on our behalf.

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

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

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



D. Certificate for Sole Proprietor

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

As witnesses :

- 1. Signature : Sole owner
- 2. Date:

E. Certificate for Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

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

Signed Date

Name Position

Tenderer



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: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ Designation: _____
		Signature: _____ Name: _____ 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	<u>Closed Corporation</u> , incorporated under the Close Corporation Act 1984, Act 69 of 1984.	CIPC CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973. (including Companies incorporated under Art 53 (b)).	Copies of: a) CIPC CM 1 - Certificate of Incorporation b) CIPC CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
5	Sole Proprietary or a Partnership.	Copy of the Identity Document of: a) Such Sole Proprietary, or b) Each of the Partners in the Partnership Copy of the Partnership agreement.
6	Co-operative.	CIPC CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017).

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 21(7) of the Supply Chain Management Policy 2023/24, 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 (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 (2023/24), 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 furnish the bidder with a TCC that will be valid for a period of one year from the date of approval.
3. The original TCC must be submitted together with the bid. Failure to submit the original and valid TCC will result in the invalidation of the bid. Certified copies of the TCC will not be acceptable.
4. In bids where Consortiums / Joint Ventures are involved, each party must submit a separate TCC
5. Copies of TCC Application for a TCC form available from any SARS branch office nationally or on the website, www.sars.gov.za
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 (2023/24).

In terms of Clause 13(3)(d) of the George Municipality Supply Chain Management Policy (2023/24) 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 (2023/24) Clause 21(7)(b).

Tender Number: T/ING/018/2024

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 is 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

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

(a) The applicable preference point system for this tender is the **80/20** preference point system.

- 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

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

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
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 Garden Route District Municipality	6	3
Within the boundaries of the Western Cape	4	2
Outside the boundaries of the Western Cape	2	1

Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) not older than three (3) months. 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 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 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—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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)

(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:

TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

5.5. 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.

Signed Date

Name Position

Tenderer

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- 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: <ol style="list-style-type: none"> unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; 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; Black people living in rural and under developed areas; Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" 		

- 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: Mrs Melanie Geyer

Capacity: Manager: Infrastructure Planning

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

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.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS (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:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
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?*	YES
3.8.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.9	Have you been in the service of the state for the past twelve months?	YES
3.9.1	If so, furnish particulars.	NO

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

3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES		
3.13.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	NO		
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		
3.14.1	If yes, furnish particulars:	NO		
4.	Full details of Directors / Trustees / Members / Shareholders:			
THE FOLLOWING INFORMATION IS <u>COMPULSORY TO COMPLETE</u>:				
	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.			

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

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

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and



maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

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

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

Signed Date

Name Position

Tenderer

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 21(7)(d) of the George Municipality's Supply Chain Management Policy (2023/24) 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? (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:		
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)? (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:		
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:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4. 1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5. 1	If so, furnish particulars:		



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 21(5) of the George Municipal Supply Chain Management Policy 2023/24 compels bidders to complete and submit this certificate.

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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 consortium³ 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 21(7)(b) of the George Municipality's Supply Chain Management Policy (2023/24) 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 38(1)(d)(i) the George Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the George Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the George Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract and/or steps in terms of the abuse of the Supply Chain Management Policy.

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

If there is not enough space for all the names, please attach the additional details to 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	<input type="checkbox"/>
NO	<input type="checkbox"/>

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)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

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

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 from the Department of Employment and Labour indicating his 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 submit proof of valid licence(s) for recognised software packages to deliver the required services of project(s) for which a tender is submitted.

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

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

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.

Project	Software	Availability (tick relevant box)		Software name/description
		Yes	No	
All	Microsoft office (Word, Excel, PowerPoint, Teams)	Yes	No	
All (engineering projects)	Design based software (such as Civil Designer, AutoCad etc.)	Yes	No	
15 to 17	Stormwater analysis software	Yes	No	
18 to 21	Transportation / Traffic modelling software	Yes	No	
41	Infrastructure Information Management Software			
	Sewsan	Yes	No	
	Swift	Yes	No	
	Albion	Yes	No	
	IMQS	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

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

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the Employer. Tenderers must not include services provided in terms of a sub-contract agreement. Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled "Title of the contract for the service" that the contract was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the 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)

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	Company Experience: Projects	118
T 2.3.2	Company Experience: Knowledge of the Municipal Environment	174
T 2.3.3	Company Experience: Involvement and Understanding of Legislative Requirements	176
T 2.3.4	Key Personnel	179
T 2.3.5	Quality Management Plan / System	183
T 2.3.6	Accredited / Recognised Professional Associations / Organisations	184

T 2.3.1: COMPANY EXPERIENCE: PROJECTS
--

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: Projects (category A). Failure to complete this schedule accurately and in full and not attaching verifiable proof (signed appointment letters, signed completion certificates/letters and/or signed client reference letters) 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.

A detailed breakdown of the scoring criteria and conditions is provided in Part T1.2: Tender Data, Clause C.3.11.4.



WATER PROJECTS: PROJECT 1 TO 6



PROJECT 1: REHABILITATION / UPGRADING OF WATER NETWORKS (≤200mm DIA.)			
Details per criteria submission		Criteria	
		1 – water reticulation network	
1	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Pipeline diameter		mm
	Pipeline length		km
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Pipeline diameter		mm
	Pipeline length		km
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete
3	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Pipeline diameter		mm
	Pipeline length		km
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete



PROJECT 2: REHABILITATION / UPGRADING OF BULK POTABLE WATER INFRASTRUCTURE								
Details per criteria submission	Criteria							
	1 – Reservoir		2 – Concrete Tower		3 – Raw/Potable Water Pump Station		4 – Bulk Raw/Potable Pipeline	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
Construction value (incl. VAT)	R		R		R		R	
Capacity	kL / ML		kL / ML		l/s		N/A	
Diameter	N/A		N/A		N/A		mm	
Length	N/A		N/A		N/A		km	
Employer / Client								
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete

PROJECT 3: REHABILITATION / UPGRADING OF BULK RAW WATER INFRASTRUCTURE						
Details per criteria submission	Criteria					
	Project 3.1		Project 3.2		Project 3.3	
	1 – Raw water reservoir/dam		2 – Desalination plant or DPR / IPR		3 – Boreholes/Wellfield	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Construction value (incl. VAT)	R		R		R	
Capacity	ML / Mm ³		ML		l/s	
Employer / Client						
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 4: REHABILITATION/UPGRADE OF WATER TREATMENT WORKS			
Details per criteria submission		Criteria	
		1 – WTW Upgrade	
1	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Capacity Upgrade		ML
	Facilities Upgraded		
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Capacity Upgrade		ML
	Facilities Upgraded		
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete
3	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Capacity Upgrade		ML
	Facilities Upgraded		
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete



PROJECT 5: WATER TREATMENT WORKS MASTER PLANNING				
Details per criteria submission	Criteria			
	1 – WTW Upgrade		2 – WTW Master Plan Development	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
Construction/Project value (incl. VAT)				
WTW Capacity				
Treatment Facilities upgraded / Details				
Employer / Client				
Project status (circle correct answer)	Underway	Complete	Underway	Complete

PROJECT 6: BULK RAW WATER RESOURCE STUDY		
Details per criteria submission	Criteria	
	1 – Bulk Raw Water Resource Study	
Appointment letter attached (circle correct answer)	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No
Project/Construction value (incl. VAT)	R	
Study details		
Capacity	N/A	
Employer / Client		
Project status (circle correct answer)	Underway	Complete



SANITATION PROJECTS: PROJECT 7 TO 10



PROJECT 7: REHABILITATION / UPGRADING OF SEWER NETWORKS (≤200mm DIA.)			
Details per criteria submission		Criteria	
		1 – sewer reticulation network	
1	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Pipeline diameter		mm
	Pipeline length		km
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Pipeline diameter		mm
	Pipeline length		km
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete
3	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Pipeline diameter		mm
	Pipeline length		km
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete



PROJECT 8: REHABILITATION / UPGRADING OF BULK SANITATION INFRASTRUCTURE						
Details per criteria submission	Criteria					
	1 – Sewer rising main		2 – Bulk gravity sewer		3 – Sewage pump station	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Construction value (incl. VAT)	R		R		R	
Pump station Capacity	N/A		N/A		l/s	
Pipeline diameter	mm		mm		N/A	
Pipeline length	km		km		N/A	
Employer / Client						
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 9: REHABILITATION/UPGRADE OF WASTEWATER TREATMENT WORKS					
Details per criteria submission		Criteria			
		1 – WWTW Upgrade		2 – Advanced Treatment (RO) or Advanced Treatment (MF/UF/BAC) or Advanced Treatment (AOP)	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Construction value (incl. VAT)				
	WWTW / Advanced Treatment Process Capacity upgrade	ML		ML	
	Treatment Facilities / Details				
	Employer / Client				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	N/A	
	Completion certificate / letter attached (circle correct answer)	Yes	No		
	Construction value (incl. VAT)				
	Capacity Upgrade	ML			
	Facilities upgraded				
	Employer / Client				
Project status (circle correct answer)	Underway	Complete			



PROJECT 10: WASTEWATER TREATMENT WORKS MASTER PLANNING						
Details per criteria submission	Criteria					
	1 – 5ML WWTW Upgrade		2 – WWTW MP development		3 – Advanced Treatment Process (any refer to Project 10 criteria 2)	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Construction value (incl. VAT)						
WWTW / Advanced Treatment Process Capacity	ML		ML		ML	
Treatment Facilities						
Employer / Client						
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete



ROADS AND PAVEMENT PROJECTS: PROJECT 11 TO 14



PROJECT 11: REHABILITATION/UPGRADE OF ROADS							
Details per criteria submission		Criteria					
		1 - Resurfacing		2 – Reconstruction or Upgrading gravel road to surfaced road		3 – New single carriageway	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Construction value (incl. VAT)						
	Length	km		km		km	
	Employer						
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)			Yes	No		
	Completion certificate / letter attached (circle correct answer)			Yes	No		
	Construction value (incl. VAT)						
	Length			km			
	Employer						
	Project status (circle correct answer)			Underway	Complete		



PROJECT 12: UPGRADING OF ROADS THROUGH LABOUR INTENSIVE METHODS			
Details per criteria submission		Criteria	
		1 – Upgrading of roads through LI practices	
1	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Road Length		km
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Construction value (incl. VAT)	R	
	Road length		km
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete



PROJECT 13: PAVEMENT MANAGEMENT SYSTEM					
Details per criteria submission		Criteria			
		1 - PMS		2 – Road Asset Management	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Construction value (incl. VAT)				
	Length of roads assessed	km		km	
	Details				
	Employer				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	N/A	
	Completion certificate / letter attached (circle correct answer)	Yes	No		
	Construction value (incl. VAT)				
	Length of roads assessed	km			
	Details				
	Employer				
	Project status (circle correct answer)	Underway	Complete		



PROJECT 14: ROAD MASTER PLAN				
Details per criteria submission	Criteria			
	1 – RMP Development		2 – Strategic / Cordon Area Modelling	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
Construction value (incl. VAT)				
Details				
Employer				
Project status (circle correct answer)	Underway	Complete	Underway	Complete



STORMWATER PROJECTS: PROJECT 15 TO 17



PROJECT 15: UPGRADING OF STORMWATER SYSTEMS							
Details per criteria submission		Criteria					
		1 – Underground SW system		3 – Energy dissipators		4 – Detention / Retention ponds	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Construction value (incl. VAT)						
	Pipeline / Culvert length	km		N/A		N/A	
	Pipeline diameter / culvert dimensions			N/A		N/A	
	Pond capacity	m ³		N/A		m ³	
	Energy dissipator type	N/A				N/A	
	SUDS principles	N/A		N/A		N/A	
	Employer / Client						
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	
2	Appointment letter attached (circle correct answer)	Yes	No				
	Completion certificate / letter attached (circle correct answer)	Yes	No				
	Construction value (incl. VAT)						
	Pipeline / Culvert length	km					
	Pipeline diameter / culvert dimensions						
	Employer / Client						
	Project status (circle correct answer)	Underway	Complete				



PROJECT 16: STORMWATER MASTER PLAN						
Details per criteria submission	Criteria					
	1 – Underground SW system		2 – SWMP		3 – Flood lines	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Construction/Project value (incl. VAT)	R		R		R	
Pipeline / Culvert length	km		N/A		N/A	
Pipeline diameter / culvert dimensions			N/A		N/A	
No of SWMP's developed	N/A				N/A	
Flood lines delineated (1:T)	N/A		N/A			
Catchment analysis	N/A		N/A		N/A	
Employer / Client						
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 17: STORMWATER STRUCTURES AND FACILITIES								
Details per criteria submission	Criteria							
	1 – Energy dissipating structures		2 – Detention/Retention ponds		3 – Erosion protection measures or retaining structures		4 – Stilling basins	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
Construction/Project value (incl. VAT)	R		R		R		R	
Type			N/A		N/A			
Volume	N/A		m ³		N/A		N/A	
Erosion protection measure details	N/A		N/A				N/A	
Retaining wall details								
Employer / Client								
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete



TRAFFIC/TRANSPORT PROJECTS: PROJECT 18 TO 22



PROJECT 18: TRAFFIC/TRANSPORT STUDIES									
Details per criteria submission		Criteria							
		1 – TIS / TIA		2 – Corridor Study		3 – Parking Study		4 – NMT Master Plan / Study	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Project value (incl. VAT)	R		R		R		R	
	Study details								
	Employer / Client								
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	N/A					
	Completion certificate / letter attached (circle correct answer)	Yes	No						
	Project value (incl. VAT)	R							
	Study details								
	Employer / Client								
	Project status (circle correct answer)	Underway	Complete						



PROJECT 19: TRAFFIC AND TRANSPORT MODELS						
Details per criteria submission	Criteria					
	1 – Strategic modelling		2 – Cordon Area Modelling		3 – Micro-simulation modelling	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
Project value (incl. VAT)						
Modelling details						
Employer / Client						
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 20: COMPREHENSIVE INTEGRATED TRANSPORT PLAN (CITP)					
Details per criteria submission		Criteria			
		1 – CITP development		2 – Strategic / Cordon Area Modelling	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Project value (incl. VAT)				
	Development horizon (mm-yyyy)	Start:	End:	N/A	
	Details				
	Employer				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	N/A	
	Completion certificate / letter attached (circle correct answer)	Yes	No		
	Project value (incl. VAT)				
	Development horizon (mm-yyyy)	Start:	End:		
	Details				
	Employer				
	Project status (circle correct answer)	Underway	Complete		



PROJECT 21: TRAFFIC SIGNALS							
Details per criteria submission		Criteria					
		1 – Traffic analysis		2 – Traffic signal design / optimisation		3 – Signal timing strategy development	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Project value (incl. VAT)						
	Details						
	Employer / Client						
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Project value (incl. VAT)						
	Details						
	Employer / Client						
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 22: PUBLIC TRANSPORT STRUCTURES AND FACILITIES							
Details per criteria submission		Criteria					
		1 – Terminals		2 – Transfer location		3 – Bus stops and shelters	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Construction/ Project value (incl. VAT)						
	Details						
	Employer / Client						
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Construction/ Project value (incl. VAT)						
	Details						
	Employer / Client						
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete



COUNCIL BUILDING AND DEVELOPMENT PROJECTS: PROJECT 23 TO 25



PROJECT 23: COUNCIL DEVELOPMENTS – BUILT ENVIRONMENT SERVICES										
Details per criteria submission	Criteria									
	1 – Water reticulation		2 – Bulk water pipeline		3 – Sewer reticulation		4 – Sewer rising main		5 – Bulk gravity sewer	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Construction/Project value (incl. VAT)	R		R		R		R		R	
Pipeline diameter	mm		mm		mm		mm		mm	
Pipeline length	km		km		km		km		km	
Employer / Client										
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete
Details per criteria submission	Criteria continued									
	6 – Stormwater system		7 – Water pump station		8 – Sewer pump station		9 - Roads		10 - Electrical	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Construction/Project value (incl. VAT)	R		R		R		R		R	
Pipeline diameter	mm		N/A		N/A		N/A		N/A	
Pipeline/Road length	km						km			
Pump station capacity	N/A		l/s		l/s		N/A			
Electrical details			N/A		N/A					
Employer / Client										
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 23: COUNCIL DEVELOPMENTS – BUILT ENVIRONMENT SERVICES (CONTINUED)					
Details per criteria submission	Criteria continued				
	11 - Architecture		11 - Architecture		
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	
Construction/Project value (incl. VAT)	R		R		
Area / Size	m ²		m ²		
Details					
Employer / Client					
Project status (circle correct answer)	Underway	Complete	Underway	Complete	



PROJECT 24: COUNCIL DEVELOPMENTS – OTHER PROFESSIONAL SERVICES					
Details per criteria submission		Criteria			
		1 – Urban design		2 – Town planning	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Construction/ Project value (incl. VAT)				
	Details				
	Employer / Client				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Construction/ Project value (incl. VAT)				
	Details				
	Employer / Client				
Project status (circle correct answer)	Underway	Complete	Underway	Complete	



PROJECT 25: COUNCIL BUILDINGS, FACILITIES, STRUCTURES AND RENOVATIONS									
Details per criteria submission		Criteria							
		1 – Interior renovation		2 – Single storey building		3 – Small power and lighting		4 – HVAC	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Project value (incl. VAT)	R		R		R		R	
	Size / Floor plan area	m ²		m ²		N/A		N/A	
	Details								
	Employer / Client								
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	N/A		N/A	
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No				
	Project value (incl. VAT)	R		R					
	Size / Floor plan area	m ²		m ²					
	Details								
	Employer / Client								
	Project status (circle correct answer)	Underway	Complete	Underway	Complete				



LEGISLATIVE COMPLIANCE PROJECTS: PROJECT 26 TO 30



PROJECT 26: BLUE DROP, GREEN DROP AND PURPLE DROP AUDITS AND ASSESSMENTS				
Details per criteria submission		Criteria		
		1 – drop assessments/audits conducted		
1	Appointment letter attached (circle correct answer)	Yes	No	
	Completion certificates / letters attached (circle correct answer)	Yes	No	
	Project value (incl. VAT)	R		
	Treatment works Capacity	ML		
	Assessment (circle correct answer)	Blue	Green	Purple
	Year audit/assessment conducted			
	Employer / Client			
	Project status (circle correct answer)	Underway	Complete	
2	Appointment letter attached (circle correct answer)	Yes	No	
	Completion certificates / letters attached (circle correct answer)	Yes	No	
	Project value (incl. VAT)	R		
	Treatment works Capacity	ML		
	Assessment (circle correct answer)	Blue	Green	Purple
	Year audit/assessment conducted			
	Employer / Client			
	Project status (circle correct answer)	Underway	Complete	
3	Appointment letter attached (circle correct answer)	Yes	No	
	Completion certificates / letters attached (circle correct answer)	Yes	No	
	Project value (incl. VAT)	R		
	Treatment works Capacity	ML		
	Assessment (circle correct answer)	Blue	Green	Purple
	Year audit/assessment conducted			
	Employer / Client			
	Project status (circle correct answer)	Underway	Complete	



PROJECT 27: INFRASTRUCTURE ASSET MANAGEMENT									
Details per criteria submission		Criteria							
		1 – Infrastructure audits		2 – Infrastructure Condition Assessment		3 – Asset Verification		4 – Infrastructure Asset Management Plan	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Construction/Project value (incl. VAT)	R		R		R		R	
	Assessment method(s)	N/A				N/A		N/A	
	Type of infrastructure	Water	Sanitation	Water	Sanitation	Water	Sanitation	Water	Sanitation
		Roads	Stormwater	Roads	Stormwater	Roads	Stormwater	Roads	Stormwater
		Buildings	Other:	Buildings	Other:	Buildings	Other:	Buildings	Other:
	Other details								
Employer / Client									
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete	



PROJECT 28: WATER SERVICES DEVELOPMENT PLAN			
Details per criteria submission		Criteria	
		1 – WSDP/WSA development for a municipality	
1	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Project value (incl. VAT)	R	
	Year for which plan was developed		
	Details		
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificates / letters attached (circle correct answer)	Yes	No
	Project value (incl. VAT)	R	
	Year in which plan was developed		
	Details		
	Employer / Client		
	Project status (circle correct answer)	Underway	Complete



PROJECT 29: WATER SAFETY PLANS, WASTEWATER RISK ABATEMENT PLANS AND PROCESS AUDITS							
Details per criteria submission		Criteria					
		1 – WSP		2 – W2RAP		3 – Process Audits	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Construction/ Project value (incl. VAT)						
	Treatment works capacity	ML		ML		ML	
	Development footprint / reticulation length	m ² / km		N/A		N/A	
	Other Details						
	Employer / Client						
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Construction/ Project value (incl. VAT)						
	Treatment works capacity	ML		ML		ML	
	Development footprint / reticulation length	m ² / km		N/A		N/A	
	Other Details						
	Employer / Client						
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 30: DAM SAFETY INSPECTIONS			
Details per criteria submission		Criteria	
		1 – Conduct inspections	
1	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No
	Project/Construction value (incl. VAT)	R	
	Year inspection conducted		
	Dam type		
	Dam capacity	Million m ³	
	Other Details		
	Employer		
	Project status (circle correct answer)	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No
	Project value (incl. VAT)	R	
	Year inspection conducted		
	Dam type		
	Dam capacity	Million m ³	
	Details		
	Employer		
Project status (circle correct answer)	Underway	Complete	



SPORT PROJECTS: PROJECT 31 TO 32



PROJECT 31: SPORT AND OTHER RECREATIONAL FACILITIES										
Details per criteria submission	Criteria									
	1 – Athletic track		2 – Pavilion		3 – Sport Field		4 – Courts		5 – Swimming Pool	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Construction/Project value (incl. VAT)	R		R		R		R		R	
Type										
Number of										
Capacity / Size										
Other details										
Employer / Client										
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 32: SPORTS MASTER PLAN					
Details per criteria submission		Criteria			
		1 – Sport master plan		2 – Sport facilities (any 2 facilities listed in project 31)	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Project/Construction value (incl. VAT)	R		R	
	Master plan details	N/A			
	Sport facility type	N/A			
	Number of				
	Employer				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	N/A		Yes	No
	Completion certificate / letter attached (circle correct answer)			Yes	No
	Project value (incl. VAT)			R	
	Sport facility type				
	Number of				
	Employer				
	Project status (circle correct answer)			Underway	Complete



ENVIRONMENTAL PROJECTS: PROJECT 33 TO 34



PROJECT 33: ENVIRONMENTAL PROCESSES											
Details per criteria submission		Criteria									
		1 – EIA / BA		2 – EMP		3 – MMP		4 – WUL		5 – DFFE permit	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
	Construction/Project value (incl. VAT)	R		R		R		R		R	
	Period: Start (mm-yyyy)										
	Period: End (mm-yyyy)										
	Type of infrastructure requiring authorisation (circle correct answer(s))	Roads	Stormwater	Roads	Stormwater	Roads	Stormwater	Roads	Stormwater	Roads	Stormwater
		Water	Sanitation	Water	Sanitation	Water	Sanitation	Water	Sanitation	Water	Sanitation
		Electrical	Housing	Electrical	Housing	Electrical	Housing	Electrical	Housing	Electrical	Housing
		Other		Other		Other		Other		Other	
	Employer / Client										
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete	
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
	Construction/Project value (incl. VAT)	R		R		R		R		R	
	Period: Start (mm-yyyy)										
	Period: End (mm-yyyy)										
	Type of infrastructure requiring authorisation (circle correct answer(s))	Roads	Stormwater	Roads	Stormwater	Roads	Stormwater	Roads	Stormwater	Roads	Stormwater
Water		Sanitation	Water	Sanitation	Water	Sanitation	Water	Sanitation	Water	Sanitation	



		Electrical	Housing	Electrical	Housing	Electrical	Housing	Electrical	Housing	Electrical	Housing
		Other		Other		Other		Other		Other	
	Employer / Client										
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 34: ENVIRONMENTAL MONITORING AND CONTROL					
Details per criteria submission		Criteria			
		1 – ECO duties on Municipal construction sites			
1	Appointment letter attached (circle correct answer)	Yes		No	
	Completion certificates / letters attached (circle correct answer)	Yes		No	
	Project value (incl. VAT)	R			
	Period (mm-yyyy)	Start:		End:	
	Type of infrastructure under construction	Roads	Stormwater	Water	Sanitation
		Electrical	Housing	Other:	
	Employer / Client				
Project status (circle correct answer)	Underway		Complete		
2	Appointment letter attached (circle correct answer)	Yes		No	
	Completion certificates / letters attached (circle correct answer)	Yes		No	
	Project value (incl. VAT)	R			
	Period (mm-yyyy)	Start:		End:	
	Type of infrastructure under construction	Roads	Stormwater	Water	Sanitation
		Electrical	Housing	Other:	
	Employer / Client				
Project status (circle correct answer)	Underway		Complete		
3	Appointment letter attached (circle correct answer)	Yes		No	
	Completion certificates / letters attached (circle correct answer)	Yes		No	
	Project value (incl. VAT)	R			
	Period (mm-yyyy)	Start:		End:	
	Type of infrastructure under construction	Roads	Stormwater	Water	Sanitation
		Electrical	Housing	Other:	
	Employer / Client				
Project status (circle correct answer)	Underway		Complete		



ELECTRICAL / ELECTRONIC PROJECTS: PROJECT 35 TO 36



PROJECT 35: TELEMETRY AND SCADA – WATER AND SANITATION INFRASTRUCTURE					
Details per criteria submission		Criteria			
		1 – Water infrastructure		2 – Sanitation infrastructure	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Project/Construction value (incl. VAT)				
	Area of installation				
	Installation date (mm-yyyy)				
	Employer				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Project/Construction value (incl. VAT)				
	Area of installation				
	Installation date (mm-yyyy)				
	Employer				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete



PROJECT 36: STANDBY POWER FACILITIES – WATER AND SANITATION INFRASTRUCTURE					
Details per criteria submission		Criteria			
		1 – Water infrastructure		2 – Sanitation infrastructure	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Project/Construction value (incl. VAT)				
	Area of installation				
	Installation date (mm-yyyy)				
	Generator size	kVa		kVa	
	Employer				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Project/Construction value (incl. VAT)				
	Area of installation				
	Installation date (mm-yyyy)				
	Generator size	kVa		kVa	
	Employer				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete



OTHER / AD-HOC PROJECTS: PROJECT 37 TO 44



PROJECT 37: WATER AND SANITATION INFRASTRUCTURE – CONDITION ASSESSMENTS			
Details per criteria submission		Criteria	
		1 – Infrastructure condition assessment	
1	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No
	Project/Construction value (incl. VAT)	R	
	Description of infrastructure assessed		
	Method of assessment		
	Employer		
	Project status (circle correct answer)	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No
	Project/Construction value (incl. VAT)	R	
	Description of infrastructure assessed		
	Method of assessment		
	Employer		
	Project status (circle correct answer)	Underway	Complete



PROJECT 38: ROADS AND STORMWATER INFRASTRUCTURE – CONDITION ASSESSMENTS					
Details per criteria submission		Criteria			
		1 – Infrastructure condition assessment		2 – Road corridor survey assessment	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Project/Construction value (incl. VAT)	R		R	
	Description of infrastructure assessed				
	Method of assessment				
	Employer				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	N/A	
	Completion certificate / letter attached (circle correct answer)	Yes	No		
	Project/Construction value (incl. VAT)	R			
	Description of infrastructure assessed				
	Method of assessment				
	Employer				
	Project status (circle correct answer)	Underway	Complete		



PROJECT 39: BUILDINGS AND STRUCTURES – CONDITION ASSESSMENTS					
Details per criteria submission		Criteria			
		1 – Dilapidation assessment		2 – Property / building condition assessment	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
	Project/Construction value (incl. VAT)	R		R	
	Description of infrastructure assessed				
	Method of assessment				
	Employer				
	Project status (circle correct answer)	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	N/A		Yes	No
	Completion certificate / letter attached (circle correct answer)			Yes	No
	Project/Construction value (incl. VAT)			R	
	Description of infrastructure assessed				
	Method of assessment				
	Employer				
	Project status (circle correct answer)			Underway	Complete



PROJECT 40: DISASTER MANAGEMENT AND RISK REDUCTION							
Details per criteria submission		Criteria					
		1 – Risk assessments		2 – Risk reduction plans		3 – Integration with SDP	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Construction/Project value (incl. VAT)	R		R		R	
	Type of risks assessed	Drought	Fire	N/A		N/A	
		Flood	Building collapse				
		Other:					
	Details of assessments / plans						
	Number assessments / plans of conducted						
	Details of integration	N/A		N/A			
Employer / Client							
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No
	Construction/Project value (incl. VAT)	R		R		R	
	Type of risks assessed	Drought	Fire	N/A		N/A	
Flood		Building collapse					



		Other:				
	Details of assessments / plans					
	Number assessments / plans of conducted					
	Details of integration	N/A		N/A		
	Employer / Client					
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway Complete



PROJECT 41: INFRASTRUCTURE MANAGEMENT INFORMATION SYSTEM									
Details per criteria submission		Criteria							
		1 – Water modelling		2 – Sewer modelling		3 – Stormwater modelling		4 – Billing data analysis	
1	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Construction/Project value (incl. VAT)	R		R		R		R	
	Size of network	km		km		km		N/A	
	Employer / Client								
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete
2	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Construction/Project value (incl. VAT)	R		R		R		R	
	Size of network	km		km		km		N/A	
	Employer / Client								
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete
Details per criteria submission		Criteria (continued)							
		5 – Stormwater ingress analysis		6 – W&S tariff analysis		7 – W&S PRP development		8 – Integration with GIS	
3	Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
	Construction/Project value (incl. VAT)	R		R		R		R	
	Details								
	Employer / Client								
	Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 42: SUSTAINABLE LIFECYCLE PLANNING, GOVERNANCE AND FINANCE								
Details per criteria submission	Criteria							
	1 – Project management for sustainable infrastructure Lifecycle planning project		2 – Financial modelling and structuring		3 – Financing strategy development		4 – Business case development	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No	Yes	No	Yes	No
Construction/Project value (incl. VAT)	R		R		R		R	
Details								
Employer / Client								
Project status (circle correct answer)	Underway	Complete	Underway	Complete	Underway	Complete	Underway	Complete



PROJECT 43: INNOVATION CAPACITY ENHANCEMENT				
Details per criteria submission	Criteria			
	1 – Innovation ecosystem design for organ of state		2 – Innovation ecosystem design	
Appointment letter attached (circle correct answer)	Yes	No	Yes	No
Completion certificate / letter attached (circle correct answer)	Yes	No	Yes	No
Project/Construction value (incl. VAT)	R		R	
Details				
Employer				
Project status (circle correct answer)	Underway	Complete	Underway	Complete

PROJECT 44: OTHER/AD-HOC SERVICES

Compliance with the criteria and being successful on any one project results in the Tenderer being successful for project 44 to provide other or ad-hoc services as may be required. There are no individual criteria that must be complied with to score points for this particular project.



T 2.3.2: COMPANY EXPERIENCE – KNOWLEDGE OF THE MUNICIPAL ENVIRONMENT

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: Knowledge of the Municipal Environment (category B). 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) 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

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



CATEGORY B: COMPANY EXPERIENCE – KNOWLEDGE OF THE MUNICIPAL ENVIRONMENT

Project No	Project title	Consultant Appointed	Employer	Documentation Provided (mark with a x if information is provided)	
				Appointment letter	Completion certificate / Reference letter
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					



T 2.3.3: COMPANY EXPERIENCE – INVOLVEMENT AND UNDERSTANDING OF LEGISLATIVE REQUIREMENTS

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: Involvement and Understanding of Legislative Requirements (category C1). 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) 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.

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	.....	



CATEGORY C1: COMPANY EXPERIENCE - INVOLVEMENT AND UNDERSTANDING OF LEGISLATIVE REQUIREMENTS

REQUIREMENTS		PROJECT 1		PROJECT 2	
Project Title					
Consultant Firm Name					
Employer / Client					
List / Describe Involvement of Legislative Processes	NEMA				
	NWA				
Documentation Provided/Attached (tick boxes where information is provided)		Appointment Letter	Completion Certificate or letter / Reference letter	Appointment Letter	Completion Certificate or letter / Reference letter



CATEGORY C2: COMPANY EXPERIENCE - INVOLVEMENT AND UNDERSTANDING OF SUPPLY CHAIN MANAGEMENT PRACTICES

<p>Project Title</p>		
<p>Consultant Firm Name</p>		
<p>Employer / Client</p>		
<p>List / Describe Involvement of Supply Chain Management Practices as part of ECSA Stage 4: Documentation and Procurement</p>		
<p>Documentation Provided/Attached (tick boxes where information is provided)</p>	<p>Appointment Letter</p>	<p>Completion Certificate or letter / Reference letter</p>

T 2.3.4: KEY PERSONNEL

NB: This schedule is used in evaluating the functionality of the tender offer as per clause C.3.11.4 for key personnel (category D) based on the experience as defined. Failure to complete this Schedule and not providing the necessary supporting documentation (signed and completed CV's qualifications and professional registration) will result in no points being scored for Tenderers Key Personnel.

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.

Notes:

- CV's must be typed but CV's must be signed (physically or electronically). Unsigned CV's will not be accepted.
- Attach copies of qualifications and professional registration to CV's.
- Where staff is sourced to form part of the project team from outside the tendering entity, confirmation of intent is required. A section confirming such intent must be countersigned.

CURRICULUM VITAE FOR KEY PERSON POSITION:			
Employers Agent / Engineer / Project Manager	Dam Engineer	Environmental Control Officer (junior)	Interior Designer
Civil Engineer	Process Engineer: Re-use Specialist	Attorney	Ecosystem designer
Civil Engineering Technician	Process Engineer: Desalination Specialist	Economist	Commercialisation Lead
Pavement Engineer	Geohydrologist	Transportation Economist	Innovation Psychologist
Geometric Design Engineer	Architect	Chartered / Senior Accountant	Innovation Accounting Consultant
Transportation Engineer	Chemical Engineer	Accountant	Innovation Coach
Transportation Engineering Technician	Quantity Surveyor	Billing Data Analyst	Innovation Training Provider
Transportation Planner	Civil Engineer: Water & Sewer Modeller	DM Technician	Innovation Workshop Facilitator
Structural Engineer	Civil Engineer: Stormwater Modeller	DM Professional	Social Scientist
Structural Engineering Technician	Civil Engineer: Roads/Transport Modeller	DM Practitioner	Geoscientist / Geologist
Mechanical Engineer	Draughtsman	DM Associate	Stakeholder Facilitator
Mechanical Engineering Technician	Natural Scientist: Design Flood Estimation Specialist	Programmer	
Electrical Engineer	PMS Assessor	Community Development Specialist	
Electrical Engineering Technician	PMS Overseer	Spatial / Regional Planner	
Electronic Engineer	PMS Specialist	Spatial Planner: Urban Design Specialist	
Electronic Engineering Technician	Environmental Assessment Practitioner (registered)	Town Planner	
Process Engineer: Water Treatment	Environmental Assessment Practitioner (candidate)	GIS Analyst / Operator	
Process Engineer: Wastewater Treatment	Environmental Control Officer (senior)	Landscape Architect	

Notes:

- a. Only one role can be selected per CV.
- b. Key personnel may be duplicated across multiple projects and roles (where permitted) but are limited to a maximum of 5 projects in total.

Full Name:																					
E-Mail Address:										Contact Number:											
Current Employer (Company Name):										Duration of Employment (years):											
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	PrArch	PrArchTech	PrSciNat	PrQS	PrDM												
		PMP	PrPln	EAP	CA	CE	Other:														
Registration Number(s):					Date Obtained (mm-yyyy)																
Relevant Projects: (circle the project number(s) below to confirm to which project(s) this CV is relevant to)																					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
Relevant/Applicable projects:																					
Project No	Employer / Client	Project Description														Duration of Key Person Involvement					
																Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)				
1		Brief scope of Work:																			
		Role:																			
		Project/Construction value (incl. VAT):																			

Relevant/Applicable projects:					
Project No	Employer / Client	Project Description		Duration of Key Person Involvement	
				Started (mm-yyyy)	Completed – excl. DLP (mm-yyyy)
2		Brief scope of Work:			
		Role:			
		Project/Construction (incl. VAT):			
3		Brief scope of Work:			
		Role:			
		Project/Construction (incl. VAT):			
4		Brief scope of Work:			
		Role:			
		Project/Construction (incl. VAT):			
5		Brief scope of Work:			
		Role:			
		Project/Construction (incl. VAT):			
<p><u>Certification:</u> 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.</p>				Signature:	
				Date:	
<p><u>Confirmation of Intent:</u> I hereby confirm that I will join <u> Tendering entity submitting offer </u> for this tender, in the role confirmed in this CV should the Tender be successful.</p>				Signature:	
				Date:	



T2.3.5 : QUALITY MANAGEMENT PLAN / SYSTEM

NB: The document attached to this schedule is used in evaluating the functionality of the tender offer as per clause C.3.11.4 for Quality Management Plan / System (Category E). Failure to attach the quality management plan / system meeting the requirements of the functionality criteria to this schedule will result in no points being scored, which may result in the tender offer being declared non-responsive.

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.

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

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

T2.3.6 : ACCREDITED / RECOGNISED PROFESSIONAL ASSOCIATION / ORGANISATION

NB: The document attached to this schedule is used in evaluating the functionality of the tender offer as per clause C.3.11.4 for Affiliation with an Accredited / Recognised Professional Body (category F). Failure to attach the proof of active and valid membership meeting the requirements of the functionality criteria to this schedule will result in no points being scored, which may result in the tender offer being declared non-responsive.

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.

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: CIVIL ENGINEERING SERVICES
TENDER NUMBER: T/ING/018/2024
TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES

<h2 style="margin: 0;">THE CONTRACT</h2> <h3 style="margin: 0;">PART C1: AGREEMENT AND CONTRACT DATA</h3>
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CONTENTS

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

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T/ING/018/2024

TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES

THE CONTRACT

PART C1: AGREEMENT AND CONTRACT DATA

CONTENTS

Number	Heading	Page
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C1.2	Contract Data (Part 1)	191
C1.2	Contract Data (Part 2)	201
C1.3	Confirmation of Receipt (Pro-forma)	202

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

1. OFFER

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

Contract No T/ING/018/2024: TRIENNIAL - PROVISION OF PROFESSIONAL SERVICES for PROJECT:

ADD PROJECT NUMBER AND FILL PROJECT TITLE AS PER ANNEXURE C4.3

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	



2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the 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	

3. SCHEDULE OF DEVIATIONS

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

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

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



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	<p>DEFINITIONS</p> <p>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.</p> <p>The Employer is the George Municipality.</p> <p>The Period of Performance for this Contract is 1 095 days (one thousand and ninety-five days). The Period of Performance for each Work Package will be confirmed for each individual work package but cannot exceed 1 095 days (one thousand and ninety-five days).</p> <p>The Project (refer to Clause C.1.3.3 of the Tender Data for the definition) is the Triennial: Provision of Professional Services. The Project shall encompass all 44 projects included in this tender (refer to Annexure C4.3: Project List).</p> <p>The phrase "Scope of Work" shall have the same meaning as "Scope of Services" and vice versa.</p> <p>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.</p> <p>The phrase "Subcontractor" shall have the same meaning as "Subconsultant" and vice versa.</p> <p><u>Add the following to the end of the Clause:</u> 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.</p> <p>Add the following new definitions to the Clause:</p> <p><u>Non-working Day</u> Refer to Clause C.1.3.3 of the Tender Data.</p> <p><u>Termination</u> Termination means cancellation and vice versa.</p> <p><u>Work Package</u> Refer to Clause C.1.3.3 of the Tender Data.</p>

Clause	Description / Wording
	<p><u>Value of Work</u></p> <p>Value of Work means the work package value less allowances made for additional services, contingencies and VAT.</p>
3	GENERAL
3.2	Change in Legislation
	<p><u>Replace the contents of this Clause with the following:</u></p> <p>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.</p> <p>Provided that the Employer approves such adjustments, which approval shall not be unreasonably withheld.</p>
3.4 & 4.3.2	<p>The authorized and designated representative of the Employer is the person holding the position of Director: Civil Engineering Services:</p> <p>Name: Mr JF Koegelenberg</p> <p>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:</p> <p>Name: Ms L Mooiman</p> <p>Telephone: 044 801 9278</p> <p>E-mail: lcmooiman@george.gov.za</p> <p>Address (Physical): Old Town Hall Directorate: Civil Engineering Services 86 York Street (corner of Market and York Street) Central George</p> <p>Address (Postal): George Municipality Directorate: Civil Engineering Services P O Box 19 George 6000</p>
3.4.1	Communications by facsimile is not permitted.
3.5	Location and Occupancy
	<p>Location (local):</p> <p>The location for the performance of the project is the office of the Service Provider located within the area administered by the George Municipality.</p> <p>It will be a requirement that <u>all</u> key personnel as specified per individual work package at the time of request operate from the local office, which must:</p> <p>a) Be within the boundaries of the George Municipality (refer to Tender Data Clause C.1.3.3), and</p>

Clause	Description / Wording
	<p>b) Contain all equipment and space required for the due and proper fulfilment of the contract during the entire period of performance. (Refer to C3.2.1: General and Other Services, Item C3.2.1 (1) e) Local Office).</p> <p><u>Add the following to the Clause:</u></p> <p>Establishment and Occupancy</p> <p><u>Normal/Standard Services project:</u> The Service Provider will be required to establish and occupy the office/building before the individual work package proceeds beyond Stage 3: Detail Design Development as per the required provisions (refer to C3.2.1(1) e)).</p> <p><u>Time-based fee project:</u> Unless specially required by the Employer at the time of appointing a service provider for a work package, a local office is not required. Except for those projects explicitly stated otherwise in C3.2.1 (1) e): Scope of Services.</p> <p>Failure to adhere to the above will result in a penalty payable, measured daily from the date of non-compliance, amounting to the value stated in Clause 3.12.1.</p>
3.6	Publicity and Publication
	<p>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.</p>
3.8	Variations
	<p><u>Amend the Clause as follows:</u></p> <p><u>Replace:</u> "...order variations to the Services..."</p> <p><u>With:</u> "...order variations to the Services or physical scope of the associated construction contract in writing..."</p>
3.9	Changes to the Contract Price or Period of Performance
3.9.2	<p><u>Amend the Clause as follows:</u></p> <p><u>Replace:</u> "...within 6 weeks..."</p> <p><u>With:</u> "...within 28 days".</p>
3.9.3	<p>The time-based fees used to determine changes to the Contract Price will be at the rates stated in the Schedule of Rates.</p> <p><u>Add the following to the end of the Clause:</u></p> <p>"... within 28 days from receipt of the proposals."</p>
3.9.4	<p><u>Add the following to the end of the Clause:</u></p> <p>"... within 28 days from receipt of the proposals."</p>
3.9.5	<p><u>Add the following new Clause:</u></p> <p>The Employer may negotiate with the Service Provider during the assessment (Clause 3.9.4) of the proposal(s) prior to the approval thereof.</p>
3.10	Sole Agreement
	<p><u>Add the following to the Clause:</u></p> <p>Appointment of Individual Work Packages</p> <p>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.</p>

Clause	Description / Wording
	<p>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.</p>
3.12	Penalty
3.12.1	<p><u>Replace the contents of Clause 3.12.1 with the following:</u></p> <p>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 3,000.00 per day or 2.5% of the total fee of the relevant stage per day, whichever is the greater.</p> <p>Penalties are subject to a maximum amount of the Value of the Work in Rands.</p> <p>Penalty Application</p> <p>The application of the penalty will be applied at the discretion of the Employer.</p> <p>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.</p> <p><u>Example:</u></p> <p><i>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.</i></p>
3.12.1.1	<p><u>Add the following new Clause:</u></p> <p>Programme, Cash Flow and Progress Report</p> <p>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.</p>
3.12.1.2	<p><u>Add the following new Clause:</u></p> <p>Agreed ad-hoc Requests</p> <p>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.</p> <p>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.</p>
3.12.1.3	<p><u>Add the following new Clause:</u></p> <p>Exceeding Approved Contract Price/Budget</p> <p>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:</p>

Clause	Description / Wording
	<p>a. If the <u>contract price is exceeded or undermeasured</u> 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.</p> <p>b. If the <u>contract price is over measured</u> 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.</p> <p>c. If the <u>contract price is over measured</u> 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.</p>
3.12.1.4	<p><u>Add the following new Clause:</u></p> <p>Non-compliance with the Contract Provisions</p> <p>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.</p>
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	<p>The programme shall be submitted within 14 (fourteen) days of the award of the individual work package.</p> <p>The programme is required to account for all scheduling requirements to meet the project deliverables and services stipulated within Section C3.2: SCOPE OF SERVICES.</p>
3.15.2	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 (2 nd 3.15.3)	<p>The service provider shall update the programme every month to reflect actual progress to date.</p> <p>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.</p>
3.15.4	<p><u>Add the following new Clause:</u></p> <p>Monthly Cash-flow</p> <p>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.</p>
3.15.5	<p><u>Add the following additional Clause 3.15.5:</u></p> <p>Monthly Progress Report</p> <p>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.</p>
3.16	Price Adjustment to Time-Based Fees for Inflation
3.16.1	<p><u>Replace Clause 3.16.1 with the following:</u></p> <p>Price adjustment to time-based fees for inflation, which are stated in the Schedule of Rates as a unique rate, shall be based on the figures contained in Table A of P0141 Consumer Price Index</p>

Clause	Description / Wording														
	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. The base month will be the month prior to the month in which the tender closed.														
4	EMPLOYERS OBLIGATIONS														
4.4	<u>Replace Clause 4.4 with the following:</u> The Employer may request the Service Provider to engage such Others as may be required for the execution of the work not included in the Services, but which is necessary for the completion of the project. Such services shall be remunerated as stated in section C3.2.1(2) f) Mark-up on Provisionals.														
5	SERVICE PROVIDERS OBLIGATIONS														
5.1	General														
5.1.1	<u>Add the following to the end of Clause 5.1.1:</u> “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”.														
5.1.2	<u>Add the following to the end of Clause 5.1.2:</u> “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.”														
5.4.	Insurances to be taken out by the Service Provider														
5.4.1	<p>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:</p> <table border="1"> <thead> <tr> <th>Type of Insurance</th> <th>Value</th> </tr> </thead> <tbody> <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 colspan="2">Professional indemnity insurance:</td> </tr> <tr> <td>Geotechnical, civil, and 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> <tr> <td>Architectural</td> <td>R5 million or twice the professional fees, whichever is the greater</td> </tr> <tr> <td>Other</td> <td>R3 million or twice the professional fees, whichever is the greater</td> </tr> </tbody> </table>	Type of Insurance	Value	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	Not less than R10 million	Professional indemnity insurance:		Geotechnical, civil, and structural engineering	R10 million or twice the professional fees, whichever is the greater	Electrical and mechanical engineering	R10 million or twice the professional fees, whichever is the greater	Architectural	R5 million or twice the professional fees, whichever is the greater	Other	R3 million or twice the professional fees, whichever is the greater
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5.4.2	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.														
5.5	Service Providers Actions requiring Employers Prior Approval														
	<u>Add the following to the end of Clause 5.5:</u>														

Clause	Description / Wording
	<p>“(d) Replacing any of the key personnel listed at the time of tender and award.</p> <p>(e) Providing a signed copy of the Form of Offer and Acceptance to the construction contractor, or any instruction that may define the Commencement Date of a contract.</p> <p>(f) Notice of approval of Contractor's designs and details on drawings that provide full details, dimensions, and particulars.</p> <p>(g) The issuing of Variation Orders.</p> <p>(h) Payment of Contractors, Subcontractors and Subconsultants.</p> <p>(i) Shutdowns to any municipal Water Supply System or Sewerage supply system, closure or blocking of any roads or stormwater systems.</p> <p>(j) Instructions to do work under Daywork rates.</p> <p>(k) Working at nights and non-working times.</p> <p>(l) Order for executing Provisional Sum work and Prime cost work.</p> <p>(m) Notice in reduction or reduction in penalties of construction contractors, subcontractors and subconsultants.</p> <p>(n) Ruling on Dissatisfaction claims and Contractor's claims.</p> <p>(o) Written conditions of agreement for payment of cost for acceleration of rate of progress.</p> <p>(p) Order for suspension of the Works.</p> <p>(q) Proceeding with Works after suspension.</p> <p>(r) Certify a Certificate of an amount payable upon termination of Contract.</p> <p>(s) Issuing the Certificate of Practical Completion, Certificate of Completion and Final Approval Certificate.”</p>
5.7	Notice of Change by Service Provider
	<p><u>Add the following to the end of Clause 5.7:</u></p> <p>“Should the Service Provider fail to do so, the additional cost shall not be remunerated.”</p>
5.8	<p><u>Add the following new Clause:</u></p> <p>Negligent Actions</p> <p>Where the Service Provider performs an unauthorised shutdown as defined in Clause 5.5(i) and 16 of the Contract data and/or after the completion of an authorised shutdown required for field investigations, testing, leak detection, connections etc., a penalty of R25 000 per occurrence and re-occurrence shall be applied.</p>
7	SERVICE PROVIDERS PERSONNEL
7.1	General
7.1.1	<p><u>Add the following to the Clause:</u></p> <p>All of the positions for key personnel must be filled by a single individual who cannot fulfil another project role, except where stated otherwise. 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.</p>
7.1.6	<p><u>Add the following new Clause:</u></p> <p>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</p>

Clause	Description / Wording
	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. 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.
7.3	Non-working Hours
7.3.1	<u>Add the following new Clause:</u> 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	<u>Amend the Clause as follows:</u> <u>Replace:</u> "...within 30 days..." <u>With:</u> "...within 28 days".
8.4	Termination
8.4.1	<u>Add the following to the end of Clause 8.4.1:</u> " (f) if the Service Provider enters into Business Rescue. (g) if the Service Provider abandons the contract. (h) where the Service Provider does not comply with the requirements of Key Personnel as defined in the Tender Data, Project Personnel Schedule, and Clause 3.5 of the Contract Data".
8.4.3(c)	The period of suspension under Clause 8.5 is not to exceed 6 (months) months.
8.4.4	<u>Add the following to the end of Clause 8.4.4:</u> "Upon termination of this Contract, the Employer may call for all documents, 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

Clause	Description / Wording
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 President of the South African Institution of Civil Engineering (SAICE).
12.3	Adjudication
12.3.1	<p><u>Replace the contents of Clause 12.3.1 with the following:</u></p> <p>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.</p>
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 President of the South African Institution of Civil Engineering (SAICE) in consultation with the Association of Arbitrators of Southern Africa.
13	LIABILITY
13.5	Limit of Compensation
13.5.1	<p>The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to the Rand value of the professional indemnity cover stipulated in Clause 5.4.1.</p> <p>The penalty per individual occurrence will be calculated at 2.5% of the value of the works as a whole.</p> <p>The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to 10% of the value of the work as a whole.</p>
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	<p><u>Replace the contents of Clause 14.2 with the following:</u></p> <p>Amounts due to the Service Provider shall be paid by the Employer within thirty (30) days of receipt of an invoice. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer at the prime interest rate charged by the Service Provider's bank and certified by such bank, plus 2% per annum, calculated from the due date of payment.</p> <p>Notwithstanding the above, should the Service Provider's tax clearance status expire and cannot be re-validated during the 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.</p> <p>Notwithstanding the above, should the Service Provider's municipal rates and taxes or municipal service charges be in arrears for more than 3 months during the 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</p>

Clause	Description / Wording
	Certificate from the Municipality where the Service Provider is based is submitted to the Employer.
14.3	<p><u>Replace the contents of Clause 14.3 with the following:</u></p> <p>If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider. The Service Provider shall then submit an amended invoice with the disputed item(s) or part of an item(s) omitted. The Employer shall endeavour to pay the amended invoice(s) before the due date of the payment for the original invoice. The purpose of which is to ensure that the undisputed item(s) or part of an item(s) is paid whilst the dispute is being resolved.</p>
14.5	<p><u>Add the following new Clause:</u></p> <p>Tax Invoices</p> <p>Section 20(1) of the Value Added Tax Act, 1991 (Act 89 of 1991) required that a supplier of goods or services who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.</p> <p>The Service Provider shall provide a tax invoice which shall be included with each account delivered to the Employer in terms of Clause 14. Failure by the Service Provider to provide a tax invoice timeously may delay payment by the Employer and no interest shall accrue.</p>
14.6	<p><u>Add the following new Clause:</u></p> <p>Remuneration and Reimbursement of Subconsultants</p> <p>The Service Provider shall submit all invoices from subconsultants within 7 days of date of invoice to the Employer.</p>
15	AMOUNTS DUE TO THE EMPLOYER
	<p><u>Replace Clause 15 with the following:</u></p> <p>Amounts due to the Employer shall be credited by the Service Provider in their next invoice for the relevant invoices. If the credit is not applied within 30 (thirty) days, the Employer shall be entitled to charge interest on the amount, which shall be credited in the service providers next invoice by the Service Provider, at the prime interest rate charged by the Employers bank and certified by such bank, plus 2% per annum.</p>
16	ADDITIONAL CONDITIONS OF CONTRACT
16.1	<p><u>Add the following new Clause:</u></p> <p>Limitation, Disconnection, Restriction, Obstruction, and Interference with or trespassing on Municipal Supply Systems, and Roads and Stormwater Infrastructure</p> <p>The Service Provider nor any of its employees, subcontractors, subconsultants, partners etc., in terms of the George Municipality Water and Sanitation Services by-law, with specific reference to clause 9, and George Municipality By-law Relating to Roads and Street, with specific reference to clauses 27,29 and 30 may limit, disconnect, restrict, obstruct, interfere, or trespass on the Municipal Water and Sewerage Supply System or Roads and Stormwater Infrastructure.</p> <p>Where access to the supply systems or road network is required to perform services referred to in this Contract, the Service Provider shall request in writing to the Employers Representative at least 7 days in advance of the area where access or assistance is necessary.</p> <p>The Service Provider shall include in the request the following information:</p> <ol style="list-style-type: none"> a) Location, b) Reason for access, c) Estimated timeframe, d) Persons requiring access.

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: Address (physical): _____ _____ _____ Address (postal): _____ _____ _____ Telephone: _____ Email: _____
5.3	The authorised and designated representative of the Service Provider is: Name: Telephone: Email:
5.5 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
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SIGNED BY WITNESS:

NAME	SIGNATURE
------	-----------

To be completed by
successful Tenderer

GEORGE MUNICIPALITY
DIRECTORATE: CIVIL ENGINEERING SERVICES
TENDER NUMBER: T/ING/018/2024
TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES

<p>THE CONTRACT</p> <p>PART C2: PRICING DATA</p>
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CONTENT

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C2.3	Summary Page for the Schedule of Rates	209

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 (see sub-total (2) of Section 2: Fees for Normal/Standard Services) for Normal / Standard Services in terms of the Professional Fee Guidelines for Engineering, Architecture and Quantity Surveying Services is **10%**. Refer to Tender Data Clause C.2.10.
- 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 A scope of services reference column is provided in the Schedule of Rates to assist the Tenderer when pricing this tender. The references are completed as far and as accurately as possible. Certain items may not have a payment reference and 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. 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. Refer to Tender Data Clause C.4.2.
- 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.
- 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:

Section 1 and 3 to 5:

Item No	The number of an item in the schedule of rates in a sequential order.
Scope of Services Ref.	Reference number to Section C3.2: Scope of Services
Description	The description of the item in accordance with Section C3.2: Scope of Services.
Unit	Unit of measurement for each item.
Quantity	Provisional quantities assigned to each item for the purpose of pricing and evaluation.
Rate	The amount entered by the Tenderer to perform the services of each item.
Amount	The amount of each rate multiplied by the quantity.

Section 2:

Project	Project number of as per Annexure C4.3 Project Schedule.
Total cost of the Works	Total Estimated/Provisional cost of the constructions works per project for the purpose of pricing and evaluation.
Discipline/Field	Built Environment discipline/field. Refer to legend included Section 2: Fees for Normal / Standard Services
Cost of Works Per Discipline/Field	Total Estimated/Provisional cost of the constructions works per discipline/field per project for the purpose of pricing and evaluation.
Reference	Reference to the applicable Professional Fee Guidelines for Engineering, Architecture and Quantity Surveying Services.

Primary Fee / Charge	Fee on the provisional / estimated cost per discipline as per the Professional Fee Guidelines for Engineering, Architecture and Quantity Surveying Services.
Secondary Fee / Charge	Percentage calculated on the amount per discipline as per the Professional Fee Guidelines for Engineering, Architecture and Quantity Surveying Services over and above the primary fee / charge.
Sub-total (1)	Total of the primary fee / charge and secondary fee / charge.
Complexity / Category factor	Factor applied to the total of the primary and secondary fee/charge as per the Professional Fee Guidelines for Engineering, Architecture and Quantity Surveying Services. The factors are provisional and shall be determined per individual work package.
Sub-total (2)	Product of the primary and secondary fee / charge sub-total and the complexity / category factor.
Discount %	The percentage discount tendered by the Service Provider up to a maximum of 10% of the total fee including complexity / category factors (sub- total (2))
Discount Amount	The product of the discount % and the total fee (sub-total (2)).
Total	The difference between the total fee (sub-total (2)) and the discount amount, equating to the total fee for the project for all disciplines

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	PSum	=	Provisional Sum
Sum	=	Lump Sum	%	=	Percentage
No	=	Number			

C2.1.1.20 Completion of Schedule of Rates
Part C2.2: Schedule of Rates Section 3: Additional Services – Time Based Fees consists of various professional services, such as engineering, architectural, town planning, financial, legislative, disaster management etc.

Tenderers are to complete the required information and pricing for the projects listed in the above section 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 disaster management for example, only project 40 requires completion, and only the total of rates for project 40 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 project(s) listed in section 3, the service provider is required to draw a diagonal line through the project(s) and initial next to the project. Example included below for ease of understanding.

3.4	STORMWATER				
3.4.1	Project 16: Stormwater Master Plan				
	a) Project Manager / Engineer	hr	150		
	b) Civil Engineer	hr	150		
	c) Civil Engineering Technician	hr	150		
	d) Environmental Assessment Practitioner (registered)	hr	150		
	e) Natural Scientist: Design Flood Estimation	hr	150		

C2.1.1.21 Cross Referencing to the Schedule of Rates
The Schedule of Rates are cross referenced to the Scope of Services as far as is reasonably possible.

The Schedule of Rates consists of 5 sections and inter-alia includes 4 columns titled “Scope of Services Ref.” that reference to the scope of services section. The same section number to

describe the scope of services is included in the schedule of services for ease of reference of items/descriptions in the scope of services.

For ease of understanding, an illustration is included below:

Illustration 1:

Scope of Services headings referenced in column 2 of every section in the schedule of rates, refer to **red** block in illustration below. The 4 sub-columns reference to the 4 main sections describing the scope of services.

The applicable number referencing the scope of services to the schedule of rates will be included in the respective columns C3.2.1 to C3.2.4. Refer to illustration 2 below.

ITEM NO	SCOPE OF SERVICES REF.				DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	C3.2.1	C3.2.2	C3.2.3	C3.2.4					
1					SECTION 1: GENERAL AND OTHER SERVICES				

Illustration 2:

The reference to the scope of services is indicated in the respective columns for each service. Refer to **orange** block in illustration below.

Note that the sub-columns already include the main section number and is not repeated in the column. For example, item C3.2.1 (1)(d), will appear as 1(d) in column C3.2.1. Refer to **blue** block in illustration below.

ITEM NO	SCOPE OF SERVICES REF.				DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	C3.2.1	C3.2.2	C3.2.3	C3.2.4					
1.1.4	(1)(d)	4.3.4		8	Management of Sub-consultants and Others				
1.1.4.1					Sub-consulting services required as part of the services to perform the appointed duties, including but not limited to:				
					a) Survey (topographical, underground services detection survey, land survey etc.)	PSum	1	R 200 000,00	R 200 000,00
					b) Geotechnical Assessment	PSum	1	R 200 000,00	R 200 000,00
		k) 3.2.1(25)			c) Environmental Assessment Practitioner	PSum	1	R 200 000,00	R 200 000,00

C2.2: SCHEDULE OF RATES

ITEM NO	SCOPE OF SERVICES REF.				DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	C3.2.1	C3.2.2	C3.2.3	C3.2.4					
1					SECTION 1: GENERAL AND OTHER SERVICES				
1.1	(1)				MANAGEMENT SERVICES				
					Monthly rates to allow for all management services required as described in section C3.2.1, C3.2.2, C3.2.3 and C3.2.4 including all overheads, profits, administrative charges, financial costs etc.				
1.1.1	(1)(a)				Project Management				
					Provision of project management for the duration of the project	month	36		
1.1.2	(1)(b)				Progress reports				
					Prepare, compile and submit monthly progress report inclusive of cash flow and programme	month	36		
1.1.3	(1)(c)				Meetings				
					Attendance of meetings for the duration of the project (inception/inaugural, progress, co-ordination, stakeholder etc.)	month	36		
1.1.4	(1)(d)	c) 4.3.4		8	Management of Sub-consultants and Others				
1.1.4.1					Sub-consulting services required as part of the services to perform the appointed duties, including but not limited to:				
					a) Survey (topographical, underground services detection survey, land survey etc.)	PSum	1	R 200 000,00	R 200 000,00
					b) Geotechnical Assessment	PSum	1	R 200 000,00	R 200 000,00
		b) 3.3.1(25)			c) Environmental Assessment Practitioner	PSum	1	R 200 000,00	R 200 000,00
		b) 3.3.1(26)			d) Environmental Control Officer	PSum	1	R 200 000,00	R 200 000,00
		b) 3.3.1(27)			e) Social Facilitator	PSum	1	R 200 000,00	R 200 000,00
		b) 3.3.1(28)			f) Architect (building plans approval process)	PSum	1	R 200 000,00	R 200 000,00
1.1.4.2	(1)(d)		b) 35b x 35d		Overheads and profit (mark-up) on sourcing, appointment, administering and management of sub-consultant(s)	%	R 1 200 000,00		
1.2	(2)				EXPENSES AND COSTS				
1.2.1	(2)	c) 4.5			Travelling (Normal Services / Time-based Services excl. Construction Monitoring)				
	(2) a)		b) 35b)iii	8.3	a) Travelling expenses	Psum	1	R 100 000,00	R 100 000,00
	(2) b)		b) 31	8.2	b) Travelling time	PSum	1	R 50 000,00	R 50 000,00
	(2) c)		b) 35b)iv		c) Accommodation and Subsistence expenses	PSum	1	R 5 000,00	R 5 000,00
1.2.2	(2) a)				Travelling (Construction Monitoring)				
					a) Travelling expenses: Level 1	Psum	1	R 100 000,00	R 100 000,00
					b) Travelling expenses: Level 2	Psum	1	R 100 000,00	R 100 000,00
					c) Travelling expenses: Level 3	Psum	1	R 100 000,00	R 100 000,00
	(2) b)				d) Travelling time	Psum	1	R 50 000,00	R 50 000,00
Section 1: General and Other Services - Carried Forward									

ITEM NO	SCOPE OF SERVICES REF.				DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	C3.2.1	C3.2.2	C3.2.3	C3.2.4					
Section 1: General and Other Services - Brought Forward									
1.2.3		c) 4.5.2			Typing, Printing, Copying & Postage				
	(2) d)		b) 35b)vi		a) All costs associated with typing, printing, production and re-production, copying, binding and photocopying etc.	PSum	1	R 50 000,00	R 50 000,00
	(2) g)		b) 35b)iv		b) Postage, courier and special postage services	PSum	1	R 2 500,00	R 2 500,00
1.2.3.1					Overheads and profit (mark-up) on on 1.2.3 b)	%	R 2 500,00		
1.2.4					Telephone and Data Costs				
					Note: Assume 1 person per month employed for construction monitoring duties)				
	(2) e)				a) Construction monitoring staff (level 3)	month	36		
1.3	(2) f)	c) 4.3.4	b) 35b) vii, viii & x	8	PROVISIONALS				
1.3.1					Accredited training	PSum	1	R 200 000,00	R 200 000,00
1.3.2					Hazard and Operability Study	PSum	1	R 100 000,00	R 100 000,00
1.3.3					Other	PSum	1	R 200 000,00	R 200 000,00
1.3.4					Specialised Computer Software / Limited time software subscriptions	PSum	1	R 200 000,00	R 200 000,00
1.3.5	(2) f)				Overheads and profit (mark-up) on sourcing, appointment, administering and management of sub-consultant(s)	%	R 700 000,00		
Section 1: General and Other Services - Carried Forward to Summary									

SECTION 2: FEES FOR NORMAL/STANDARD SERVICES

Fees are to be in accordance with the guideline tariff of professional fees of the relevant field such as: Engineering services, Quantity Surveying Services, Architectural services etc.

Scope of services references: Engineering Services C3.2.2 a), C3.2.2 b)
 Architectural Services C3.2.3 a), C3.2.3 b)
 Quantity Surveying Services C3.2.4

LEGEND FOR DISCIPLINES/FIELD: C - CIVIL & STRUCTURAL | RC - REINFORCED CONCRETE AND STRUCTURAL STEEL | M - MECHANICAL | E - ELECTRICAL | ET - ELECTRONIC | QS - QUANTITY SURVEYING | A - ARCHITECTURE

PROJECT	TOTAL COST OF THE WORKS <small>(estimate for pricing & evaluation purposes)</small>	DISCIPLINE/ FIELD	COST OF THE WORKS PER DISCIPLINE/ FIELD	REFERENCE	PRIMARY FEE / CHARGE	SECONDARY FEE	SUB-TOTAL (1)	COMPLEXITY / CATEGORY FACTOR	SUB-TOTAL (2)	DISCOUNT (REFER TO TENDER DATA CLAUSE C.2.10.3)		TOTAL
										%	Amount	
WATER												
1	R 15 000 000,00	C	R 15 000 000,00	4.2.1 Table 1	R 982 400,00	R 593 565,00	R 1 575 965,00	1	R 1 575 965,00			
2	R 50 000 000,00	C	R 32 500 000,00	4.2.1 Table 1	R 1 857 000,00	R 1 276 230,00	R 3 133 230,00	1	R 3 133 230,00			
		RC	R 13 000 000,00	4.2.1 Table 2	R 430 000,00	R 182 650,00	R 612 650,00	1	R 612 650,00			
		M	R 10 000 000,00	4.2.4 Table 5	R 982 400,00	R 62 035,00	R 1 044 435,00	1,25	R 1 305 543,75			
		E	R 5 000 000,00	4.2.5 Table 6	R 237 400,00	R 372 120,00	R 609 520,00	1	R 609 520,00			
		ET	R 2 500 000,00	4.2.8 Table 9	R 322 800,00	R 96 160,00	R 418 960,00	1	R 418 960,00			
3	R 50 000 000,00	QS	R 50 000 000,00	2.2 Table 2.2.1	R 2 104 000,00	R 948 600,00	R 3 052 600,00	1	R 3 052 600,00			
		C	R 32 500 000,00	4.2.1 Table 1	R 1 857 000,00	R 1 276 230,00	R 3 133 230,00	1	R 3 133 230,00			
		RC	R 13 000 000,00	4.2.1 Table 2	R 430 000,00	R 182 650,00	R 612 650,00	1	R 612 650,00			
		M	R 10 000 000,00	4.2.4 Table 5	R 982 400,00	R 62 035,00	R 1 044 435,00	1,25	R 1 305 543,75			
		E	R 5 000 000,00	4.2.5 Table 6	R 237 400,00	R 372 120,00	R 609 520,00	1	R 609 520,00			
		ET	R 2 500 000,00	4.2.8 Table 9	R 322 800,00	R 96 160,00	R 418 960,00	1	R 418 960,00			
4	R 50 000 000,00	QS	R 50 000 000,00	2.2 Table 2.2.1	R 2 104 000,00	R 948 600,00	R 3 052 600,00	1	R 3 052 600,00			
		C	R 32 500 000,00	4.2.1 Table 1	R 1 857 000,00	R 1 276 230,00	R 3 133 230,00	1,25	R 3 916 537,50			
		RC	R 13 000 000,00	4.2.1 Table 2	R 430 000,00	R 182 650,00	R 612 650,00	1,25	R 765 812,50			
		M	R 10 000 000,00	4.2.4 Table 5	R 982 400,00	R 62 035,00	R 1 044 435,00	1,25	R 1 305 543,75			
		E	R 5 000 000,00	4.2.5 Table 6	R 237 400,00	R 372 120,00	R 609 520,00	1,25	R 761 900,00			
		ET	R 2 500 000,00	4.2.8 Table 9	R 322 800,00	R 96 160,00	R 418 960,00	1,25	R 523 700,00			
5	Refer to section 3: Additional Services - Time Based Fees											
6	Refer to section 3: Additional Services - Time Based Fees											
7	R 15 000 000,00	C	R 15 000 000,00	4.2.1 Table 1	R 982 400,00	R 1 276 230,00	R 2 258 630,00	1	R 2 258 630,00			
Section 2: Fees for Normal/Standard Services - Carried Forward												

PROJECT	TOTAL COST OF THE WORKS <small>(estimate for pricing & evaluation purposes)</small>	DISCIPLINE/ FIELD	COST OF THE WORKS PER DISCIPLINE/ FIELD	REFERENCE	PRIMARY FEE / CHARGE	SECONDARY FEE	SUB-TOTAL (1)	COMPLEXITY / CATEGORY FACTOR	SUB-TOTAL (2)	DISCOUNT (REFER TO TENDER DATA CLAUSE C.2.10.3)		TOTAL
										%	Amount	
Section 2: Fees for Normal/Standard Services - Brought Forward												
SANITATION												
8	R 50 000 000,00	C	R 32 500 000,00	4.2.1 Table 1	R 1 857 000,00	R 1 276 230,00	R 3 133 230,00	1	R 3 133 230,00			
		RC	R 13 000 000,00	4.2.1 Table 2	R 430 000,00	R 182 650,00	R 612 650,00	1	R 612 650,00			
		M	R 10 000 000,00	4.2.4 Table 5	R 982 400,00	R 62 035,00	R 1 044 435,00	1,25	R 1 305 543,75			
		E	R 5 000 000,00	4.2.5 Table 6	R 237 400,00	R 372 120,00	R 609 520,00	1	R 609 520,00			
		ET	R 2 500 000,00	4.2.8 Table 9	R 322 800,00	R 96 160,00	R 418 960,00	1	R 418 960,00			
		QS	R 50 000 000,00	2.2 Table 2.2.1	R 2 104 000,00	R 948 600,00	R 3 052 600,00	1	R 3 052 600,00			
9	R 50 000 000,00	C	R 32 500 000,00	4.2.1 Table 1	R 1 857 000,00	R 1 276 230,00	R 3 133 230,00	1,25	R 3 916 537,50			
		RC	R 13 000 000,00	4.2.1 Table 2	R 430 000,00	R 182 650,00	R 612 650,00	1,25	R 765 812,50			
		M	R 10 000 000,00	4.2.4 Table 5	R 982 400,00	R 62 035,00	R 1 044 435,00	1,25	R 1 305 543,75			
		E	R 5 000 000,00	4.2.5 Table 6	R 237 400,00	R 372 120,00	R 609 520,00	1,25	R 761 900,00			
		ET	R 2 500 000,00	4.2.8 Table 9	R 322 800,00	R 96 160,00	R 418 960,00	1,25	R 523 700,00			
		QS	R 50 000 000,00	2.2 Table 2.2.1	R 2 104 000,00	R 948 600,00	R 3 052 600,00	1	R 3 052 600,00			
10	Refer to section 3: Additional Services - Time Based Fees											
ROADS AND PAVEMENT												
11	R 25 000 000,00	C	R 25 000 000,00	4.2.1 Table 1	R 1 857 000,00	R 563 730,00	R 2 420 730,00	1,15	R 2 783 839,50			
	R 25 000 000,00	C	R 25 000 000,00	4.2.1 Table 1	R 1 857 000,00	R 563 730,00	R 2 420 730,00	1,25	R 3 025 912,50			
	R 25 000 000,00	QS	R 25 000 000,00	2.2 Table 2.2.1	R 1 160 000,00	R 531 000,00	R 1 691 000,00	1	R 1 691 000,00			
12	R 25 000 000,00	C	R 25 000 000,00	4.2.1 Table 1	R 1 857 000,00	R 563 730,00	R 2 420 730,00	1,15	R 2 783 839,50			
13	Refer to section 3: Additional Services - Time Based Fees											
14	Refer to section 3: Additional Services - Time Based Fees											
STORMWATER												
15	R 25 000 000,00	C	R 25 000 000,00	4.2.1 Table 1	R 1 857 000,00	R 563 730,00	R 2 420 730,00	1	R 2 420 730,00			
		RC	R 7 500 000,00	4.2.1 Table 2	R 95 000,00	R 308 055,00	R 403 055,00	1	R 403 055,00			
16	Refer to section 3: Additional Services - Time Based Fees											
17	R 25 000 000,00	C	R 25 000 000,00	4.2.1 Table 1	R 1 857 000,00	R 563 730,00	R 2 420 730,00	1	R 2 420 730,00			
		RC	R 7 500 000,00	4.2.1 Table 2	R 95 000,00	R 308 055,00	R 403 055,00	1	R 403 055,00			
Section 2: Fees for Normal/Standard Services - Carried Forward												

PROJECT	TOTAL COST OF THE WORKS <small>(estimate for pricing & evaluation purposes)</small>	DISCIPLINE/ FIELD	COST OF THE WORKS PER DISCIPLINE/ FIELD	REFERENCE	PRIMARY FEE / CHARGE	SECONDARY FEE	SUB-TOTAL (1)	COMPLEXITY / CATEGORY FACTOR	SUB-TOTAL (2)	DISCOUNT (REFER TO TENDER DATA CLAUSE C.2.10.3)		TOTAL
										%	Amount	
Section 2: Fees for Normal/Standard Services - Brought Forward												
TRAFFIC/TRANSPORT												
18												
19												
20												
21												
22	R 15 000 000,00	C	R 15 000 000,00	4.2.1 Table 1	R 982 400,00	R 593 565,00	R 1 575 965,00	1	R 1 575 965,00			
		QS	R 15 000 000,00	2.2 Table 2.2.1	R 624 000,00	R 469 000,00	R 1 093 000,00	1	R 1 093 000,00			
COUNCIL BUILDINGS AND DEVELOPMENTS												
23	R 60 000 000,00	C	R 45 000 000,00	4.2.1 Table 1	R 1 857 000,00	R 2 463 730,00	R 4 320 730,00	1	R 4 320 730,00			
		E	R 5 000 000,00	4.2.5 Table 6	R 237 400,00	R 372 120,00	R 609 520,00	1	R 609 520,00			
		A	R 10 000 000,00	Method 1 Table 1	R 681 132,70	R 283 499,92	R 964 632,62	1	R 964 632,62			
		QS	R 60 000 000,00	2.2 Table 2.2.1	R 2 104 000,00	R 1 475 600,00	R 3 579 600,00	1	R 3 579 600,00			
24												
25	R 15 000 000,00	C	R 6 000 000,00	4.2.2 Table 3	R 237 400,00	R 492 120,00	R 729 520,00	1	R 729 520,00			
		S	R 1 000 000,00	4.2.3 Table 4	R 106 300,00	R 22 500,00	R 128 800,00	1	R 128 800,00			
		M	R 1 000 000,00	4.2.6 Table 7	R 127 500,00	R 27 000,00	R 154 500,00	1,25	R 193 125,00			
		E	R 1 000 000,00	4.2.7 Table 8	R 127 500,00	R 27 000,00	R 154 500,00	1,25	R 193 125,00			
		A	R 6 000 000,00	Method 1 Table 1	R 447 950,50	R 186 599,91	R 634 550,41	1	R 634 550,41			
		QS	R 15 000 000,00	2.2 Table 2.2.1	R 624 000,00	R 469 000,00	R 1 093 000,00	1	R 1 093 000,00			
LEGISLATIVE COMPLIANCE												
26												
27												
28												
29												
30												
Section 2: Fees for Normal/Standard Services - Carried Forward												

PROJECT	TOTAL COST OF THE WORKS <small>(estimate for pricing & evaluation purposes)</small>	DISCIPLINE/ FIELD	COST OF THE WORKS PER DISCIPLINE/ FIELD	REFERENCE	PRIMARY FEE / CHARGE	SECONDARY FEE	SUB-TOTAL (1)	COMPLEXITY / CATEGORY FACTOR	SUB-TOTAL (2)	DISCOUNT (REFER TO TENDER DATA CLAUSE C.2.10.3)		TOTAL
										%	Amount	
Section 2: Fees for Normal/Standard Services - Brought Forward												
SPORTS AND RECREATION												
31	R 25 000 000,00	C	R 23 750 000,00	4.2.1 Table 1	R 1 857 000,00	R 563 730,00	R 2 420 730,00	1	R 2 420 730,00			
		RC	R 7 125 000,00	4.2.1 Table 2	R 95 000,00	R 308 055,00	R 403 055,00	1	R 403 055,00			
		E	R 1 250 000,00	4.2.7 Table 8	R 106 300,00	R 60 000,00	R 166 300,00	1	R 166 300,00			
		QS	R 25 000 000,00	2.2 Table 2.2.1	R 1 160 000,00	R 531 000,00	R 1 691 000,00	1	R 1 691 000,00			
32	Refer to section 3: Additional Services - Time Based Fees											
ENVIRONMENTAL												
33	Refer to section 3: Additional Services - Time Based Fees											
34	Refer to section 3: Additional Services - Time Based Fees											
ELECTRICAL & ELECTRONIC SERVICES												
35	R 15 000 000,00	ET (existing)	R 15 000 000,00	4.2.8 Table 9	R 1 328 200,00	R 791 420,00	R 2 119 620,00	1,25	R 2 649 525,00			
		ET (new)	R 15 000 000,00	4.2.8 Table 9	R 1 328 200,00	R 791 420,00	R 2 119 620,00	1	R 2 119 620,00			
36	R 20 000 000,00	C	R 5 000 000,00	4.2.1 Table 1	R 237 400,00	R 372 120,00	R 609 520,00	1	R 609 520,00			
		RC	R 2 000 000,00	4.2.1 Table 2	R 42 500,00	R 69 000,00	R 111 500,00	1	R 111 500,00			
		E	R 13 000 000,00	4.2.5 Table 6	R 982 400,00	R 347 035,00	R 1 329 435,00	1	R 1 329 435,00			
		ET	R 2 000 000,00	4.2.8 Table 9	R 322 800,00	R 16 160,00	R 338 960,00	1	R 338 960,00			
37	R 20 000 000,00	C	R 5 000 000,00	4.2.1 Table 1	R 237 400,00	R 372 120,00	R 609 520,00	1	R 609 520,00			
		RC	R 2 000 000,00	4.2.1 Table 2	R 42 500,00	R 69 000,00	R 111 500,00	1	R 111 500,00			
		E	R 15 000 000,00	4.2.5 Table 6	R 982 400,00	R 537 035,00	R 1 519 435,00	1	R 1 519 435,00			
OTHER & AD-HOC SERVICES												
38	Refer to section 3: Additional Services - Time Based Fees											
39	Refer to section 3: Additional Services - Time Based Fees											
40	Refer to section 3: Additional Services - Time Based Fees											
41	Refer to section 3: Additional Services - Time Based Fees											
42	Refer to section 3: Additional Services - Time Based Fees											
43	Refer to section 3: Additional Services - Time Based Fees											
44	Refer to section 3: Additional Services - Time Based Fees											
Total Section 2: Fees for Normal/Standard Services - Carried Forward to Summary												

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	C3.2.2 c), 4.3 & 4.4	SECTION 3: ADDITIONAL SERVICES - TIME BASED FEES				
	C3.2.3 b) 39 C3.2.4 (7)	<i>Refer to Annexure C4.2: Key personnel Schedule for details on persons which are not a key person, and key persons which may not be sourced externally</i>				
3.1		WATER				
3.1.1		Project 5: Water Treatment Works Master Planning				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Structural Engineer	hr	150		
		e) Structural Engineering Technician	hr	150		
		f) Mechanical Engineer	hr	150		
		g) Mechanical Engineering Technician	hr	150		
		h) Electrical Engineer	hr	150		
		i) Electrical Engineering Technician	hr	150		
		j) Electronic Engineer	hr	150		
		k) Electronic Engineering Technician	hr	150		
		l) Process Engineer: Water Treatment	hr	150		
		m) Chemical Engineer	hr	150		
		n) Architect	hr	150		
		o) Environmental Assessment Practitioner (registered)	hr	150		
		Sub-total Project 5				
3.1.2		Project 6: Bulk Raw Water Resource Study				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Dam Engineer	hr	150		
		d) Process / Civil Engineer: Re-use specialist	hr	150		
		e) Process / Civil Engineer: Desalination specialist	hr	150		
		f) Geohydrologist	hr	150		
		g) Environmental Assessment Practitioner (registered)	hr	150		
		h) Workshop facilitator	hr	150		
		i) Draughtsman	hr	150		
		Sub-total Project 6				
3.2		SANITATION				
3.2.1		Project 10: Wastewater Treatment Works Master Planning				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Structural Engineer	hr	150		
		e) Structural Engineering Technician	hr	150		
		f) Mechanical Engineer	hr	150		
		g) Mechanical Engineering Technician	hr	150		
		h) Electrical Engineer	hr	150		
		i) Electrical Engineering Technician	hr	150		
Section 3: Additional Services - Time Based Fees - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Section 3: Additional Services - Time Based Fees - Brought Forward						
		Project 10: Wastewater Treatment Works Master Planning (continued)				
		j) Electronic Engineer	hr	150		
		k) Electronic Engineering Technician	hr	150		
		l) Process Engineer: Wastewater Treatment	hr	150		
		m) Architect	hr	150		
		n) Environmental Assessment Practitioner (registered)	hr	150		
		o) Process/Civil Engineer: Re-use specialist	hr	150		
		Subtotal Project 10				
3.3		ROADS AND PAVEMENT				
3.3.1		Project 13: Pavement Management System				
		a) Project Manager / Engineer	hr	150		
		b) PMS Specialist	hr	150		
		c) Overseer	hr	150		
		d) Assessor	hr	150		
		e) GIS Analyst/Operator	hr	150		
		Subtotal Project 13				
3.3.2		Project 14: Roads Master Plan				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Transportation Engineer	hr	150		
		e) Transportation Engineering Technician	hr	150		
		f) Transportation Planner	hr	150		
		g) Environmental Assessment Practitioner (registered)	hr	150		
		h) GIS Analyst/Operator	hr	150		
		Subtotal Project 14				
3.4		STORMWATER				
3.4.1		Project 16: Stormwater Master Plan				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Environmental Assessment Practitioner (registered)	hr	150		
		e) Natural Scientist: Design Flood Estimation Specialist	hr	150		
		Subtotal Project 16				
3.5		TRAFFIC/TRANSPORT				
3.5.1		Project 18: Traffic/Transport Studies				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Transportation Engineer	hr	150		
		e) Transportation Engineering Technician	hr	150		
Section 3: Additional Services - Time Based Fees - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Section 3: Additional Services - Time Based Fees - Brought Forward						
		Project 18: Traffic/Transport Studies (continued)				
		f) Transportation Planner	hr	150		
		Subtotal Project 18				
3.5.2		Project 19: Traffic and Transport Models				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Transportation Engineer	hr	150		
		e) Transportation Engineering Technician	hr	150		
		f) Transportation Planner	hr	150		
		Subtotal Project 19				
3.5.3		Project 20: Comprehensive Integrated Transport Plan (CITP)				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Transportation Engineer	hr	150		
		e) Transportation Engineering Technician	hr	150		
		f) Transportation Planner	hr	150		
		g) Transportation Economist	hr	150		
		h) GIS Analyst / Operator	hr	150		
		i) Environmental Assessment Practitioner (registered)	hr	150		
		j) Spatial/Regional Planner	hr	150		
		k) Provision for software subscriptions, management of transport model etc.	Psum	1	R 1 000 000,00	R 1 000 000,00
		Subtotal Project 20				
3.5.4		Project 21: Traffic Signals				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Transportation Engineer	hr	150		
		e) Transportation Engineering Technician	hr	150		
		Subtotal Project 21				
3.6		COUNCIL BUILDINGS AND DEVELOPMENTS				
3.6.1		Project 24: Council Developments - Other Professional Services				
		a) Project Manager	hr	150		
		b) Spatial/Regional Planner	hr	150		
		c) Spatial Planner: Urban design specialist	hr	150		
		c) Town Planner	hr	150		
		d) Interior designer	hr	150		
		e) Landscape Architect	hr	150		
		f) Architect	hr	150		
		Subtotal Project 24				
Section 3: Additional Services - Time Based Fees - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Section 3: Additional Services - Time Based Fees - Brought Forward						
3.6.2		Project 25: Council buildings, facilities, structures and renovations				
		a) Landscape Architect	hr	150		
		b) Interior designer	hr	150		
		Subtotal Project 25				
3.7		LEGISLATIVE COMPLIANCE				
3.7.1		Project 26: Blue drop, green drop and purple drop audits and assessments				
		a) Project Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Process Engineer: Water Treatment	hr	150		
		e) Process Engineer: Wastewater Treatment	hr	150		
		Subtotal Project 26				
3.7.2		Project 27: Infrastructure Asset Management Plan				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Mechanical Engineer	hr	150		
		e) Mechanical Engineering Technician	hr	150		
		f) Electrical Engineer	hr	150		
		g) Electrical Engineering Technician	hr	150		
		h) Electronic Engineer	hr	150		
		i) Electronic Engineering Technician	hr	150		
		j) Chartered /Senior Accountant	hr	150		
		k) Accountant	hr	150		
		l) GIS analyst / Operator	hr	150		
		Subtotal Project 27				
3.7.3		Project 28: Water Services Development Plan / Water Services Audit				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Billing Data Analyst	hr	150		
		Subtotal Project 28				
3.7.4		Project 29: Water Safety Plans, Wastewater Risk Abatement Plans and process Audits				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Process Engineer: Water Treatment	hr	150		
		e) Process Engineer: Wastewater Treatment	hr	150		
		Subtotal Project 29				
Section 3: Additional Services - Time Based Fees - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Section 3: Additional Services - Time Based Fees - Brought Forward						
3.7.5		Project 30: Dam Safety Inspections				
		a) Civil Engineer	hr	150		
		b) Civil Engineering Technician	hr	150		
		c) Structural Engineer	hr	150		
		d) Dam Engineer	hr	150		
		Subtotal Project 30				
3.8		SPORTS AND RECREATION				
3.8.1		Project 32: Sports Master Plan				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Structural Engineer	hr	150		
		e) Structural Engineering Technician	hr	150		
		f) Electrical Engineer	hr	150		
		g) Electrical Engineering Technician	hr	150		
		h) Architect	hr	150		
		Subtotal Project 32				
3.9		ENVIRONMENTAL				
3.9.1		Project 33: Environmental Application Process				
		a) Environmental Assessment Practitioner - registered	hr	150		
		b) Environmental Assessment Practitioner - candidate	hr	150		
		<u>Specialists:</u>				
		d) Agriculture	Psum	1	R 50 000,00	R 50 000,00
		e) Animal species	Psum	1	R 50 000,00	R 50 000,00
		f) Aquatic biodiversity	Psum	1	R 50 000,00	R 50 000,00
		g) Archeological, cultural and heritage	Psum	1	R 50 000,00	R 50 000,00
		h) Civil Aviation	Psum	1	R 50 000,00	R 50 000,00
		i) Paleontology	Psum	1	R 50 000,00	R 50 000,00
		j) Plant species	Psum	1	R 50 000,00	R 50 000,00
		k) Terrestrial biodiversitiy	Psum	1	R 50 000,00	R 50 000,00
		Subtotal Project 33				
3.9.2		Project 34: Environmental Control and Monitoring				
		a) Environmental Control Officer - senior	hr	150		
		b) Environmental Control Officer - junior	hr	150		
		Subtotal Project 34				
3.10		OTHER / AD-HOC SERVICES				
3.10.1		Project 37: Water and Sanitation Infrastructure - Condition Assessments				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Structural Engineer	hr	150		
		e) Structural Engineering Technician	hr	150		
Section 3: Additional Services - Time Based Fees - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Section 3: Additional Services - Time Based Fees - Brought Forward						
		Project 37: Water and Sanitation Infrastructure - Condition Assessments (continued)				
		f) Mechanical Engineer	hr	150		
		g) Mechanical Engineering Technician	hr	150		
		h) Electrical Engineer	hr	150		
		i) Electrical Engineering Technician	hr	150		
		j) Electronic Engineer	hr	150		
		k) Electronic Engineering Technician	hr	150		
		l) Dam Engineer	hr	150		
		Subtotal Project 37				
3.10.2		Project 38: Roads and Stormwater Infrastructure - Condition Assessments				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Pavement Engineer	hr	150		
		e) Structural Engineer	hr	150		
		f) Structural Engineering Technician	hr	150		
		Subtotal Project 38				
3.10.3		Project 39: Buildings and Structures - Condition Assessments				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Structural Engineer	hr	150		
		e) Structural Engineering Technician	hr	150		
		Subtotal Project 39				
3.10.4		Project 40: Disaster Management & Risk Reduction				
		a) Disaster Management Technican	hr	150		
		b) Disaster Management Professional	hr	150		
		c) Disaster Management Practitioner	hr	150		
		d) Disaster Management Associate	hr	150		
		Subtotal Project 40				
3.10.5		Project 41: Infrastructure Management Information System				
3.10.5.1		Project Management:				
		Visits to George Municipal offices (in-person)	no	36		
		Ad-hoc meetings (virtual)	hr	1300		
		Administration	Sum	1		
		Management	Sum	1		
3.10.5.2		Studies / Technical Assessments:				
		Ad-hoc studies	No	36		
		Ad-hoc Technical support	hr	1300		
Section 3: Additional Services - Time Based Fees - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Section 3: Additional Services - Time Based Fees - Brought Forward						
		Project 41: Infrastructure Management Information System (continued)				
3.10.5.3		Ad-hoc support:				
		Project Engineer / Manager	hr	150		
		Civil Engineer: Water Modeller	hr	150		
		Civil Engineer: Sewer Modeller	hr	150		
		Civil Engineer: Roads/Transport Modeller	hr	150		
		Civil Engineer: Stormwater Modeller	hr	150		
		Billing Data Analyst	hr	150		
		GIS Analyst / Operator	hr	150		
		Programmer	hr	150		
		Draughtsman	hr	150		
3.10.5.4		Training:				
		Individual training session	hr	150		
		Group training session	hr	150		
3.10.5.5		Software:				
		<u>Modelling software:</u>				
		Wadiso license	No	1		
		Sewsan license	No	1		
		Albion license	No	1		
		SWIFT / HydroSWMM license	No	1		
		AutoCAD license subscription and associated training	Prov Sum	1	R 400 000,00	R 400 000,00
		Civil 3D license subscription and associated training	Prov Sum	1	R 400 000,00	R 400 000,00
		Fonis license	Prov Sum	1	R 400 000,00	R 400 000,00
		<u>IMQS Software:</u>				
		Water module	No	1		
		Sewer module	No	1		
		Roads module	No	1		
		Stormwater module	No	1		
		SWIFT module	No	1		
		Water PRP module	No	1		
		Sewer PRP module	No	1		
		Roads PMS module	No	1		
		Stormwater PRP module	No	1		
3.10.5.6		Annual Cost: Bureau Services				
		SWIFT:				
		Analysis of individual billing and bulk meter records	no	12		
		Reporting on suburb statistics	no	12		
		Changes / Additions to suburb GIS shape file	no	12		
		Water and sewer tariffs analysis	no	12		
		Water:				
		<u>Model / Module:</u>				
		Updating existing water module	no	12		
		Updating water distribution zone GIS shape file	no	12		
		Updating link between SWIFT records and existing water model nodes	no	12		
		Calculation and reporting on per-zone statistics	no	12		
		Calculation and reporting on per-zone water loss statistics	no	12		
		Updating water plan books	no	12		
		Updating of MSDF shape and dwg files	no	12		
Section 3: Additional Services - Time Based Fees - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Section 3: Additional Services - Time Based Fees - Brought Forward						
		Project 41: Infrastructure Management Information System (continued)				
		Updating of the water master plan models	no	12		
		Updating of future water distribution zone GIS shape and dwg files	no	12		
		Updating water master plan reports	no	12		
		Fire flow risk analysis	no	12		
		<u>Pipe Replacement Programme (PRP):</u>	no	12		
		Update PRP model	no	12		
		PRP analysis	no	12		
		Update PRP report	no	12		
		<u>Sewer:</u>				
		Updating existing sewer module	no	12		
		Updating sewer drainage area GIS shape file	no	12		
		Updating link between SWIFT records and existing sewer model nodes	no	12		
		Updating sewer plan books	no	12		
		Updating of MSDF shape and dwg files	no	12		
		Updating of the sewer master plan models	no	12		
		Updating of future sewer drainage area GIS shape and dwg files	no	12		
		Updating sewer master plan reports	no	12		
		Stormwater ingress analysis (includes illegal connections)	no	12		
		<u>Pipe Replacement Programme (PRP):</u>	no	12		
		Update PRP model	no	12		
		PRP analysis	no	12		
		Update PRP report	no	12		
		<u>Roads:</u>				
		Updating roads module	no	12		
		Update current road network area GIS shapefile	no	12		
		Update road plan books	no	12		
		Update future road network area GIS shapefile	no	12		
		Updating of MSDF shape and dwg files	no	12		
		Updating roads master plan models	no	12		
		Updating roads master plan reports	no	12		
		<u>Stormwater:</u>				
		Develop stormwater module	Sum	1		
		Updating stormwater module	no	12		
		Update current stormwater network area GIS shapefile	no	12		
		Update future stormwater catchment area GIS shapefile	no	12		
		Update stormwater plan books	no	12		
		Update future stormwater area GIS shapefile	no	12		
		Updating of MSDF shape and dwg files	no	12		
		Updating stormwater master plan models	no	12		
		<u>Stormwater (continued):</u>				
		Updating stormwater master plan reports	no	12		
		Updating module with floodlines, floodplanes, vulnerable communities	no	12		
Section 3: Additional Services - Time Based Fees - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Section 3: Additional Services - Time Based Fees - Brought Forward						
		Project 41: Infrastructure Management Information System (continued)				
		IMQS:				
		Post and update background data to IMQS	no	12		
		Post and update latest SWIFT and bulk meter data to IMQS	no	12		
		Post and update latest suburb GIS shapefile and dwg files to IMQS	no	12		
		Post and update water related information to IMQS, including PRP	no	12		
		Post and update sewer related information to IMQS, including PRP	no	12		
		Post and update roads related information to IMQS, including PMS	no	12		
		Post and update stormwater related information to IMQS, including PRP	no	12		
		Integration with GIS system (API)	no	12		
		Subtotal Project 41				
3.10.6		Project 42: Sustainable Planning, Governance and Finance				
		a) Project Manager / Team Leader	hr	150		
		b) Civil Engineer	hr	150		
		c) Infrastructure Finance Specialist	hr	150		
		d) Environmental Assessment Practitioner	hr	150		
		e) Social Scientist	hr	150		
		f) Attorney	hr	150		
		g) Economist	hr	150		
		h) Physical/Social Scientist: Geography	hr	150		
		i) Institutional and Governance Specialist	hr	150		
		j) Social Scientist: Gender & Social practices	hr	150		
		k) Stakeholder and Sector Engagement Specialist	hr	150		
		Subtotal Project 42				
3.10.7		Project 43: Innovation Capacity Enhancement				
		a) Innovation Ecosystem Designer	hr	150		
		b) Commercialisation lead	hr	150		
		c) Innovation Psychologist	hr	150		
		d) Innovation Accounting Consultant	hr	150		
		e) Innovation Coach	hr	150		
		f) Innovation Training Provider	hr	150		
		g) Innovation Workshop Facilitator	hr	150		
		Subtotal Project 43				
3.10.8		Project 44: Ad-hoc Professional Services				
		<i>All professional services provided on an ad-hoc basis as time-based fees shall be paid in accordance with item 3.10.8.1 and the Scope of Services Provisions.</i>				
3.10.8.1		Provision of services on a time and cost basis	hr	1000	R 0,18	R 180,00
Section 3: Additional Services - Time Based Fees - Carried Forward to Summary						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
4	C3.2.2 b) 3.3.2, C3.2.2 c) 4.3.3	SECTION 4: ADDITIONAL SERVICES - CONSTRUCTION MONITORING				
4.1		LOW COMPLEXITY: CONSTRUCTION MONITORING				
4.1.1	3.3.2 (a)	LEVEL 1: CONSTRUCTION MONITORING				
		Weekly site inspections totalling 48 hours/month (say 1,5 visits per week at 8 hours over a 4 week period) for the duration instructed by the Employer. Rates to include a category factor of 2.1.				
4.1.1.1		<u>Civil Engineering:</u>				
		a) Employers Agent Representative (8yrs overall experience | PrTechEng)	month	36		
		b) Assistant Employers Agent Representative (3yrs overall experience | NDip)	month	36		
4.1.1.2		<u>Mechanical Engineering:</u>				
		a) Employers Agent Representative (8 yrs overall experience | PrTechEng)	month	36		
4.1.1.3		<u>Electrical & Electronic Engineering:</u>				
		a) Employers Agent Representative (8 yrs overall experience | PrTechEng)	month	36		
4.1.2	3.3.2 (b)	LEVEL 2: CONSTRUCTION MONITORING				
		Weekly site inspections totalling 96 hours/month (say 3 visits per week at 8 hours over a 4 week period) for the duration instructed by the Employer. Rates to include a category factor of 2.0				
4.1.2.1		<u>Civil Engineering:</u>				
		a) Employers Agent Representative (8yrs overall experience | PrTechEng)	month	36		
		b) Assistant Employers Agent Representative (3yrs overall experience | NDip)	month	36		
4.1.2.2		<u>Mechanical Engineering:</u>				
		a) Employers Agent Representative (8yrs overall experience | PrTechEng)	month	36		
4.1.2.3		<u>Electrical & Electronic Engineering:</u>				
		a) Employers Agent Representative (8yrs overall experience | PrTechEng)	month	36		
4.1.3	3.3.2 (c)	LEVEL 3: CONSTRUCTION MONITORING				
		Full-time presence on site for the duration instructed by the Employer. Rates to include a category factor of 1.8.				
4.1.3.1		<u>Civil Engineering:</u>				
		a) Employers Agent Representative (8yrs overall experience | PrTechEng)	month	36		
		b) Assistant Employers Agent Representative (3yrs overall experience | NDip)	month	36		
4.1.3.2		<u>Mechanical Engineering:</u>				
		a) Employers Agent Representative (8yrs overall experience | PrTechEng)	month	36		
4.1.3.3		<u>Electrical & Electronic Engineering:</u>				
		a) Employers Agent Representative (8yrs overall experience | PrTechEng)	month	36		
Section 4: Additional Services - Construction Monitoring - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Section 4: Additional Services - Construction Monitoring - Brought Forward						
4.2		MEDIUM COMPLEXITY: CONSTRUCTION MONITORING				
4.2.1	3.3.2 (a)	LEVEL 1: CONSTRUCTION MONITORING				
		Weekly site inspections totalling 48 hours/month for the duration instructed by the Employer. Rates to include a category factor of 2.1.				
4.2.1.1		<u>Civil Engineering:</u>				
		a) Employers Agent Representative (12yrs overall experience | PrTechEng)	month	36		
		b) Assistant Employers Agent Representative (5yrs overall experience | NDip)	month	36		
4.2.1.2		<u>Mechanical Engineering:</u>				
		a) Employers Agent Representative (12yrs overall experience | PrTechEng)	month	36		
4.2.1.3		<u>Electrical & Electronic Engineering:</u>				
		a) Employers Agent Representative (12yrs overall experience | PrTechEng)	month	36		
4.2.2	3.3.2 (b)	LEVEL 2: CONSTRUCTION MONITORING				
		Weekly site inspections totalling 96 hours/month for the duration instructed by the Employer. Rates to include a category factor of 2.0				
4.2.2.1		<u>Civil Engineering:</u>				
		a) Employers Agent Representative (12yrs overall experience | PrTechEng)	month	36		
		b) Assistant Employers Agent Representative (5yrs overall experience | NDip)	month	36		
4.2.2.2		<u>Mechanical Engineering:</u>				
		a) Employers Agent Representative (12yrs overall experience | PrTechEng)	month	36		
4.2.2.3		<u>Electrical & Electronic Engineering:</u>				
		a) Employers Agent Representative (12yrs overall experience | PrTechEng)	month	36		
4.2.3	3.3.2 (c)	LEVEL 3: CONSTRUCTION MONITORING				
		Full-time presence on site for the duration instructed by the Employer. Rates to include a category factor of 1.8.				
4.2.3.1		<u>Civil Engineering:</u>				
		a) Employers Agent Representative (12yrs overall experience | PrTechEng)	month	36		
		b) Assistant Employers Agent Representative (5yrs overall experience | NDip)	month	36		
4.2.3.2		<u>Mechanical Engineering:</u>				
		a) Employers Agent Representative (12yrs overall experience | PrTechEng)	month	36		
4.2.3.3		<u>Electrical & Electronic Engineering:</u>				
		a) Employers Agent Representative (12yrs overall experience | PrTechEng)	month	36		
Section 4: Additional Services - Construction Monitoring - Carried Forward						

ITEM NO	SCOPE OF SERVICES REF.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
Section 4: Additional Services - Construction Monitoring - Brought Forward						
4.3		HIGH COMPLEXITY: CONSTRUCTION MONITORING				
4.3.1	3.3.2 (a)	LEVEL 1: CONSTRUCTION MONITORING				
		Weekly site inspections totalling 48 hours/month for the duration instructed by the Employer. Rates to include a category factor of 2.1.				
4.3.1.1		<u>Civil Engineering:</u>				
		a) Employers Agent Representative (15yrs overall experience | PrTechEng)	month	36		
		b) Assistant Employers Agent Representative (5yrs overall experience | NDip)	month	36		
4.3.1.2		<u>Mechanical Engineering:</u>				
		a) Employers Agent Representative (15yrs overall experience | PrTechEng)	month	36		
4.3.1.3		<u>Electrical & Electronic Engineering:</u>				
		a) Employers Agent Representative (15yrs overall experience | PrTechEng)	month	36		
4.3.2	3.3.2 (b)	LEVEL 2: CONSTRUCTION MONITORING				
		Weekly site inspections totalling 96 hours/month for the duration instructed by the Employer. Rates to include a category factor of 2.0				
4.3.2.1		<u>Civil Engineering:</u>				
		a) Employers Agent Representative (15yrs overall experience | PrTechEng)	month	36		
		b) Assistant Employers Agent Representative (5yrs overall experience | NDip)	month	36		
4.3.2.2		<u>Mechanical Engineering:</u>				
		a) Employers Agent Representative (15yrs overall experience | PrTechEng)	month	36		
4.3.2.3		<u>Electrical & Electronic Engineering:</u>				
		a) Employers Agent Representative (15yrs overall experience | PrTechEng)	month	36		
4.3.3	3.3.2 (c)	LEVEL 3: CONSTRUCTION MONITORING				
		Full-time presence on site for the duration instructed by the Employer. Rates to include a category factor of 1.8.				
4.3.3.1		<u>Civil Engineering:</u>				
		a) Employers Agent Representative (15yrs overall experience | PrTechEng)	month	36		
		b) Assistant Employers Agent Representative (5yrs overall experience | NDip)	month	36		
4.3.3.2		<u>Mechanical Engineering:</u>				
		a) Employers Agent Representative (15yrs overall experience | PrTechEng)	month	36		
4.3.3.3		<u>Electrical & Electronic Engineering:</u>				
		a) Employers Agent Representative (15yrs overall experience | PrTechEng)	month	36		
Section A: Additional Services - Construction Monitoring - Carried Forward to Summary						

ITEM NO	SCOPE OF SERVICES REF.				DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	C3.2.1	C3.2.2	C3.2.3	C3.2.4					
5					SECTION 5: SERVICES ADDITIONAL TO NORMAL/STANDARD SERVICES				
					The additional services relates to those additional services defined in the guideline of professional fees relating to Engineering, Architecture and Quantity Surveying only.				
5.1					FAMILIARISATION AND REVIEW				
		b) 3.3.1 (11) & c) 4.2.9b)			Familiarisation with and review of the existing project information from previous project Stages as developed by others				
5.1.1					Services provided partially or in stages:				
					a) Civil Engineering Projects	%	R 100 000,00		
					b) Civil & Structural Engineering Projects (including reinforced concrete)	%	R 100 000,00		
					c) Multidisciplinary projects	%	R 100 000,00		
5.1		b) 3.3.3 c) 4.3.5			OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE				
5.1.1					Perform duties of the designer as per Regulation 6 of the 2014 Construction Regulations	month	36		
5.1.2					Assist the Employer in perform the duties of the client as per Regulation 5 of the 2014 Construction Regulations	month	36		
5.2					OTHER ADDITIONAL SERVICES				
					Provisional amount per item included below for evaluation purposes only. The amount is not an indication of the level of additional services required, the service provider will not be permitted to amend the rate based on a higher/lower amount determined during implementation.				
5.2.1		b) 3.3.7	b) (33)		Mediation, Arbitration and Litigation Proceedings and Similar Services	Psum	1	R 100 000,00	R 100 000,00
5.3					ACCELERATION / FAST TRACKING				
					Provisional amount per item included per item below included for evaluation purposes only. The amount is not an indication of the level of acceleration required, the service provider will not be permitted to amend the rate based on a higher/lower amount determined during implementation.				
5.3.1		b) 3.3.1 (29)			Application of additional resources by the engineering service provider (provisional amount per item stated for evaluation purposes only):				
					a) Civil Engineering Projects	%	R 100 000,00		
					b) Civil & Structural Engineering Projects (including reinforced concrete)	%	R 100 000,00		
					c) Multi-disciplinary projects	%	R 100 000,00		
5.3.2			b) (30)		Application of additional resources by the architectural service provider.	%	R 100 000,00		
Section 5: Services Additional to Normal/Standard - Carried Forward to Summary									



C2.3: SUMMAR PAGE FOR SCHEDULE OF RATES

GEORGE MUNICIPALITY

DIRECTORATE: CIVIL ENGINEERING SERVICES

TENDER NUMBER: T/ING/018/2024: TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES

SECTION	DESCRIPTION	AMOUNT
1	General and Other Services	R
2	Fees for Normal / Standard Services	R
3	Additional Services: Time-Based Fees	R
4	Additional Services: Construction Monitoring	R
5	Services Additional to Normal / Standard Services	R

SUB-TOTAL OF SECTIONS	R
10% CONTINGENCIES (AS DIRECTED BY THE EMPLOYER AND TO BE DEDUCTED IN WHOLE OR IN PART IF NOT REQUIRED)	R
SUB-TOTAL	R
15% VALUE ADDED TAX (VAT)	R
TOTAL	R

Notes:

1. The provision for 15% VAT may only be included if the Tenderer is VAT registered in terms of the Value-Added Tax Act, Act 89 of 1991, else it must be completed with R0,00.
2. 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 which contains pages numbered **Section 1: C2.2 – 1 to Section 5: C2.2 – 1** in consecutive order in Volume 1 of 1, upon which my/our tender for **TENDER NO. T/ING/018/2024: TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES** 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: CIVIL ENGINEERING SERVICES
TENDER NUMBER: T/ING/018/2024
TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES

THE CONTRACT
PART C3: SCOPE OF SERVICES

CONTENTS

Number	Heading	Page
C3.1	Terms of Reference	211
C3.2	Scope of Services	216

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 project (refer to Annexure C4.3: Project Schedule) in terms of the Tender Data.

The provision of professional services relating to the built environment, environmental-, financial-, disaster management-, planning, project management-, innovation-, 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

To appoint various professional service providers as may be required to achieve the Municipal Strategic objectives as set out in the 2nd review 5th Generation Draft Integrated Development Plan (IDP) 2024/25:

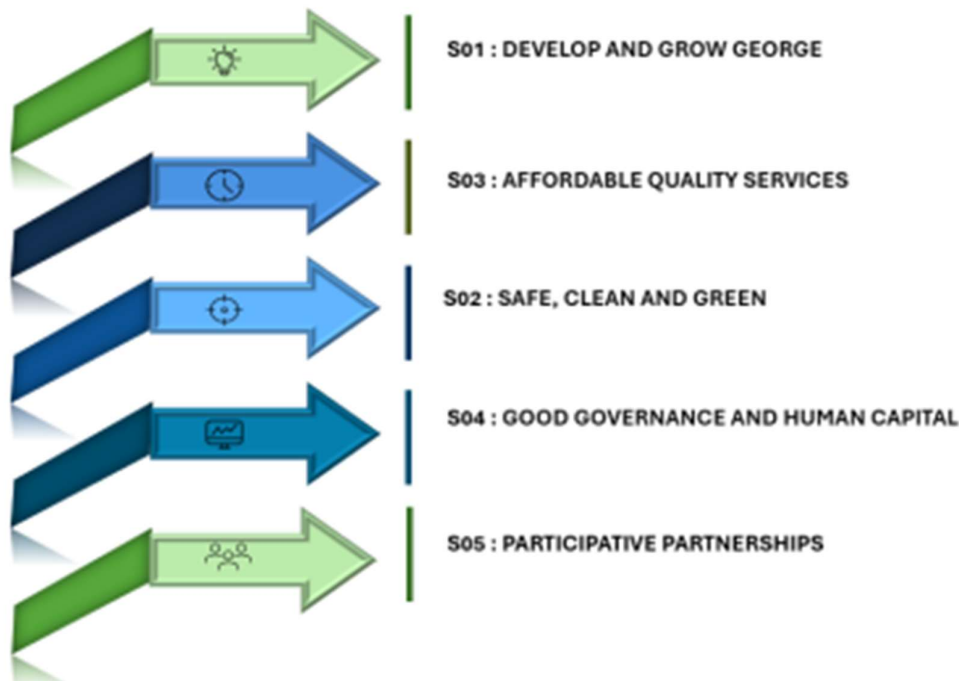


Figure 1: George Municipality Strategic Objectives (extract from 2nd review 5th Generation Draft IDP 2024/25)

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 Municipality serves 294 929 people from 85 931 households (Statistics SA 2023) across 28 wards including Uniondale and Wilderness – with service hinterlands geographically separated from the main city area George.

Small rural or tourism settlements include Haarlem, Waboomskraal, Uniondale, Touwsrante, Hoekwil – and various hamlets and rural places like Avontuur, De Vlucht, Herold and Noll. Coastal areas include Herold's Bay, Victoria Bay, Wilderness, Kleinkrantz, and Gwaing.

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 – and is a sought-after tourism, lifestyle, business and investment destination.

The municipal area is 5191km² and spans the Southern Cape and Little Karoo regions of the Western Cape Province. Refer to figure 2 below. The area administered by the George Municipality forms part of the larger Garden Route District Municipality's jurisdictional area.



Figure 2: George Municipal Area

The George Municipal Area is bordered by the Oudtshoorn- and Mossel Bay Municipal areas (Western Cape province; Garden Route District) in the west and north-west and by the Dr Beyers Naude- and Kou-Kamma Municipal areas to the north, north-east and east (Eastern Cape province: Sarah Baartman District) and by the Knysna- and Bitou Municipalities (Western Cape province; Garden Route District) to the south and southeast.

George Municipality administers a vast and diverse geographic area that extends from the dry and climatically extreme Little Karoo in the north, to the wetter more temperate Garden Route in the south. It is an area of considerable natural assets and beauty, including expansive mountains and forests, wilderness areas, a varied coastline, and extensive lakes, rivers, and estuaries.

Its natural assets include parts of the Garden Route National Park and the Baviaanskloof Wilderness Area. The municipal area also includes fertile farmlands and timber plantations along the coastal plain, fruit orchards in the Langkloof and arid grazing areas in the Little Karoo.

Three important national roads / routes, the N2, N9 (R62) and N12, traverse the area, and George regional airport serves the Southern Cape and Little Karoo, including the neighbouring towns of Mossel Bay, Oudtshoorn, Knysna and Plettenberg Bay.

C3.1.4 BACKGROUND

General

The George city area is the primary urban centre of the Municipality. 84% of the municipal area's population resides in George. Wilderness, Uniondale, and Haarlem respectively host the bulk of the remaining urban population, and 9% of the municipal area's population is rural.

George is identified, as the primary service centre of the entire garden route region, offering most of the higher order services and facilities one would expect to receive in a metropolitan city, including modern airport infrastructure. It houses the primary administrative and regional offices of companies (and government departments) offering services in the region but is also the heart of the vast tourism offering, and a thriving agricultural sector specialising in export quality berries and other agricultural produce used in beer making and other Agri-processing activities.

Current Infrastructure

The George Municipality has a vast network of water, sewerage, stormwater, and road infrastructure including a functional and under development public transport system.

A summary of the extent of the infrastructure is indicated in table 1 below.

Table 1: Summary of George Municipal Infrastructure

Infrastructure			
Water	Sewer	Stormwater	Roads
Reservoirs / tanks: 36	WWTW: 6	± 550km pipes and culverts	481km municipal roads Includes 151km public transport routes
WTW: 6			
Water Towers: 3	Pump Stations: 112		
Pump Stations:30			
Pipelines: 1 033 km	Gravity Mains: 857km		
	Rising mains: 71km		

Note: WTW – Water Treatment Works | WWTW – Wastewater Treatment Works

Urbanisation

The George municipal area is distinguished by virtue of its exceptional conditions. Despite being the economic centre of the district, its urbanisation rate of 87.9% ranks it fourth highest. Notwithstanding the expansion of the urban populace, specific developments in the vicinity of George had an impact on the rural sector, consequently augmenting the rural portion. Particularly noteworthy was the substantial urban populace residing in the municipality of George, which comprises 57.9% of the total population. The coastal town of Wilderness and the Thembaletu, both of which are located within the boundaries of George, have made significant contributions to the rapid process of urbanisation. Notably, Thembaletu distinguishes itself through its notably high population density, which has increased from 21.4 percent to 23.3 percent of the George municipal population since 2001 to 2021.

The population density is projected to increase from 43.6 persons per km² in 2023 to 44.7 persons per km² by 2025. Population concentration is drawn to the municipality of George due to the allure of its connectivity advantages, social amenities, and economic prospects. On the contrary, Thembalethu stands out as the most densely populated region, predominantly due to the relatively higher cost of housing alternatives, which attracts residents to the municipal area.

The level of urbanisation as discussed above is depicted in figure 3 below.

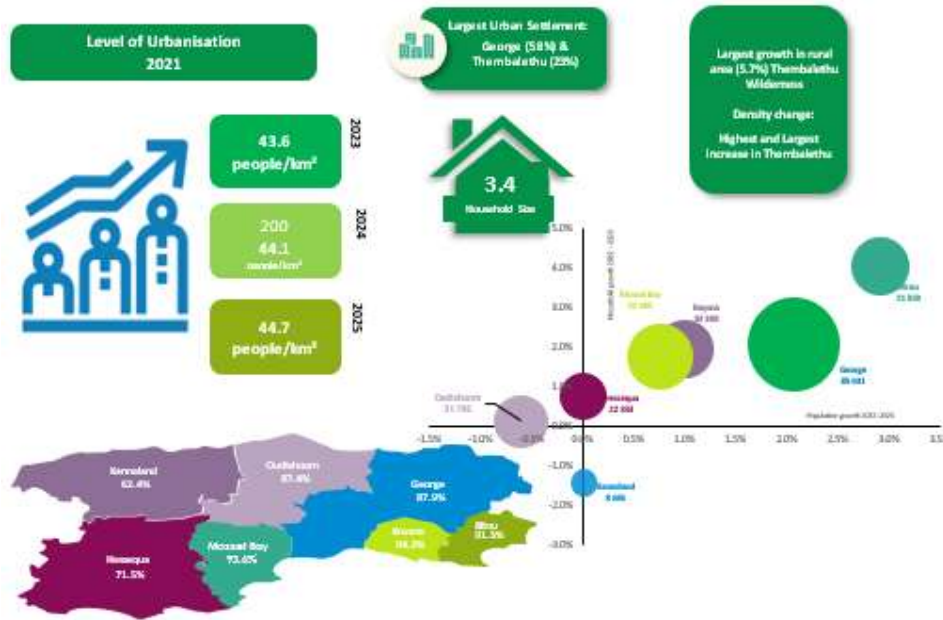


Figure 3: Social economic profile

Future infrastructure

As a result of the urbanisation 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 in the field of work.

C3.1.6 SCOPE OF PROFESSIONAL SERVICES SUMMARY

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

- a. Engineering Services across all disciplines
- b. Architectural and associated services
- c. Quantity Surveying
- d. Financial
- e. Disaster Management
- f. Environmental related services
- g. Town, Spatial/Regional and Urban Design services
- h. Innovation, and
- i. Other services

The extent of the services is described in more detail, but not limited to, and are appended to this tender document as **Annexure C4.3: Project List**.

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.

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. Refer to Tender Data Clause C.1.2.

Format

This section of the tender document will be divided into the various professional services, except where stated otherwise.

Projects

As stated in the tender data, the tender consists of 44 projects, refer to **Annexure C4.3: Project List**.

The scope of services described in this section (including sub-sections) may not all be applicable to all projects or subsequent work packages. To confirm which projects are applicable to a particular scope of services section, the following graphic (refer to graphic 1) for each service is shown to indicate the projects that will require that service.

Graphic 1: Projects applicable to scope of services

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
35	36	37	38	39	40	41	42	43	44							

Where a project number is visible, it means that the project will require that scope of services and must be priced in the schedule of rates. Where an item is not visible, it may mean that the service it is deemed covered in the cost associated with normal/standard services, i.e. remunerated on percentage basis (Section 2: Fees for Normal/Standard Services and C3.2.2 a), C3.2.3 a) and C3.2.4). Refer to Graphic below for ease of understanding.

Graphic 2: Project applicable and not applicable to scope of services

1	2	3	4	5	6		8	9	10	11	12	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27		29	30	31	32	33	34
35	36	37		39	40	41	42	43	44							

A Service Provider is however not prohibited from pricing such an item in the Schedule of Rates if he/she deems it necessary.

Professional Fee Guidelines

The Guidelines included in this contract containing the cost fee structure, will remain in force for the period of performance, irrespective if revised fee structures are published in a gazette. Applicable to Engineering, Architecture and Quantity Surveying. Refer to Tender Data Clause C.1.2.

Schedule of Rates

Completion of Schedule of Rates

Part C2.2: Schedule of Rates Section 3: Additional Services – Time Based Fees consists of various professional services, such as engineering, architectural, town planning, financial, legislative, disaster management etc.

Tenderers are to complete the required information and pricing for the projects listed in the above section 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 disaster management for example, only project 40 requires completion, and only the total of rates for project 40 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 project(s) listed in section 3, the service provider is required to draw a diagonal line through the project(s) and initial next to the project. Example included below for ease of understanding.

3.4		STORMWATER				
3.4.1		Project 16: Stormwater Master Plan				
		a) Project Manager / Engineer	hr	150		
		b) Civil Engineer	hr	150		
		c) Civil Engineering Technician	hr	150		
		d) Environmental Assessment Practitioner (registered)	hr	150		
		e) Natural Scientist: Design Flood Estimation	hr	150		

Cross Referencing to the Schedule of Rates

The Schedule of Rates are cross referenced to the Scope of Services as far as is reasonably possible.

The Schedule of Rates consists of 5 sections and inter-alia includes 4 columns titled “Scope of Services Ref.” that reference to the scope of services section. The same section number to describe the scope of services is included in the schedule of services for ease of reference of items/descriptions in the scope of services.

For ease of understanding, an illustration is included below:

Illustration 1:

Scope of Services headings referenced in column 2 of every section in the schedule of rates, refer to **red** block in illustration below. The 4 sub-columns reference to the 4 main sections describing the scope of services.

The applicable number referencing the scope of services to the schedule of rates will be included in the respective columns C3.2.1 to C3.2.4. Refer to illustration 2 below.

ITEM NO	SCOPE OF SERVICES REF.				DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	C3.2.1	C3.2.2	C3.2.3	C3.2.4					
1					SECTION 1: GENERAL AND OTHER SERVICES				

Illustration 2:

The reference to the scope of services is indicated in the respective columns for each service. Refer to **orange** block in illustration below.

Note that the sub-columns already include the main section number and is not repeated in the column. For example, item C3.2.1 (1)(d), will appear as 1(d) in column C3.2.1. Refer to **blue** block in illustration below.

ITEM NO	SCOPE OF SERVICES REF.				DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	C3.2.1	C3.2.2	C3.2.3	C.3.2.4					
1.1.4	(1)(d)	4.3.4		8	Management of Sub-consultants and Others				
1.1.4.1					Sub-consulting services required as part of the services to perform the appointed duties, including but not limited to:				
					a) Survey (topographical, underground services detection survey, land survey etc.)	PSum	1	R 200 000,00	R 200 000,00
					b) Geotechnical Assessment	PSum	1	R 200 000,00	R 200 000,00
		b) 3.3.1(25)			c) Environmental Assessment Practitioner	PSum	1	R 200 000,00	R 200 000,00

Order of Precedence

Should there be any conflict, ambiguity with any requirement or provision of any part of this contract, the scope of services, the order of precedence is as follows:

- Scope of Services
- Schedule of Quantities

Content

The contents of this section for ease of reference are as follows:

Section No	Description	Page
C3.2.1	General and Other Services	219
C3.2.2	Engineering Services	226
C3.2.2 a)	Normal Services: Engineering – all disciplines	227
C3.2.2.b)	Additional Services: Time Based Fees	235
C3.2.2.c)	Guideline Tariff of Fees	242
C3.2.3	Architectural Services	246
C3.2.3 a)	Normal Services: Architectural	247
C3.2.3 b)	Additional Services: Time Based Fees - Architectural	250
C3.2.4	Quantity Surveying Services	254

C3.2.1 GENERAL AND OTHER SERVICES

C3.2.1 GENERAL

General

Relevant Projects

The projects listed below are relevant to this section, except where explicitly stated otherwise:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
35	36	37	38	39	40	41	42	43	44							

Where an item excludes the pricing of services for a particular project it may mean that it is deemed to be covered in the cost associated with normal/standard services. A Service Provider is however not prohibited from pricing such items in the Schedule of Rates is he/she deems is necessary.

Schedule of Rates

This section relates to management services, local office, expenses and costs, other Provisionals possibly required etc. and are applicable to and must be priced irrespective of the service that is offered.

Refer to Section 1: General and Other Services for pricing of the required items.

The Schedule of Rates are cross referenced to the Scope of Services as far as is reasonably possible.

C.3.2.1 (1) MANAGEMENT SERVICES

a) Project Management

Relevant Projects

The projects listed below are relevant to this section and are to be priced:

				5	6				10			13	14		16	
18	19	20	21			24	25	26	27	28	29	30		32	33	34
		37	38	39	40	41	42	43	44							

The Service Provider will be required to perform project management services 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.
- 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.

A log sheet indicating the key person, hours spent, and project management services/tasks performed shall be submitted together with the invoice for payment.

Remuneration : Schedule of Rates – Item 1.1.1
 : Monthly payment with the submission of a log sheet confirming services rendered.

b) Progress reports

The Service Provider shall prepare and submit monthly progress reports in the format provided by the Employer. Refer to **Annexure C4.4: Progress Report Standard**.

For Normal / Standard Services work packages, the service provider will be required to submit these progress reports monthly from Stage 1: Inception to the completion of Stage 4: Documentation and Procurement.

For Time-Based fees work packages, the service provider will be required to submit progress reports on a monthly basis for the full duration of the work package.

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 work package at least 2 days prior to the monthly progress meeting, unless agreed otherwise.

Remuneration : Schedule of Rates – Item 1.1.2
 : Payable per complete monthly report upon submission of the report by the stipulated date.

c) Meetings

Relevant Projects

The projects listed below are relevant to this section and are to be priced:

				5	6				10			13	14		16	
18	19	20	21			24	25	26	27	28	29	30		32	33	34
		37	38	39	40	41	42	43	44							

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 (refer to C3.2.1 (1) b)) must be tabled at the progress meetings.

Meeting templates relevant to construction is attached as **Annexure C4.7 and C4.8**.

Remuneration : Schedule of Rates – Item 1.1.3
 : Log sheet of meetings attended, date attended, attendance by the relevant key person(s) and the hours spent.

d) 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:

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

Remuneration : Schedule of Rates – Item 1.1.4.1 a) to f) and 1.1.4.2
 : In-line with approved quotation(s) plus percentage mark-up tendered.

e) Local Office

Relevant Projects

The projects listed below are relevant to this section and are to be priced:

1	2	3	4			7	8	9		11	12			15		17
				22	23			26					31		33	34
35	36	37														

The availability of a local office is not required by the Employer for the fulfillment of deliverables/delivering of services for the projects not listed above.

Requirements

A fully equipped permanent functional local (refer to tender Data Clause C.1.3.3) office shall be provided by the Service Provider for the personnel required (to be confirmed per individual work package) to successfully provide the services as described in section C3.1: TERMS OF REFERENCE and C3.2: SCOPE OF SERVICES for the projects listed above.

A local office shall be set-up that complies with the requirements stipulated below. Refer to Contract Data Clause 3.5.

- Normal/Standard Services project: The Service Provider will be required to establish and occupy the office/building before the individual work package proceeds beyond Stage 3: Detail Design Development as per the required provisions. The Service Provider will not be permitted to proceed with the work package beyond Stage 3: Design Development if a local office is not established and occupied.
- Time-based fee project: Unless specially required by the Employer at the time of appointing a service provider for a work package, a local office is not required. Except for those projects explicitly stated above.

The office shall include but not be limited to:

- 1) Telephone facilities
- 2) Office equipment, such as:
 - Desks,
 - Chairs,
 - Printers,
 - Scanners,
 - Laptops or Desktops with applicable software, and
 - All other equipment necessary to properly function.
- 3) Sanitary facilities (male, female and disabled)
- 4) Source of potable water supply
- 5) Source of power supply

- 6) Internet facilities
- 7) Kitchen / Kitchenette
- 8) Boardroom / Meeting room
 - Sufficiently sized to accommodate 10 people
 - Table and chairs to accommodate 10 people
 - Be equipped with a projector and screen

The office shall be based within the boundaries of the George Municipality.

The Service Provider shall make the office available for use by the George Municipality relating to meetings, discussions, workshops etc. pertaining to this project.

C.3.2.1 (2) EXPENSES AND COSTS

The local office of the service provider will be used as the base for the calculation of all disbursement 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.

a) 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 can only be claimed for when **departing from the local office** including the provision of a logbook (start and end odometer readings, date of travel, travel information to and from and total distance per trip).

A logbook for every vehicle utilised (listing driver, vehicle registration number, vehicle make and model and engine size) must be submitted as part of the monthly invoices.

Travelling by air, except if ordered by the Employer in writing, is not claimable.

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

Remuneration : Schedule of Rates – Item 1.2.1 a) and 1.2.2 a) to c)
: Submission of a logbook as described above at the rate provided by the DoPW for the applicable month, not exceeding the maximum vehicle engine capacity.

b) 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.

Remuneration : Schedule of Rates – Item 1.2.1 b) and 1.2.2 d)
: By motor vehicle: Submission of logbook as described in C3.2.1 (2) a)
: By air: Submission of airline tickets

c) Accommodation and Subsistence Expenses

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

- Remuneration** : Schedule of Rates – Item 1.2.1 c)
 : Submission of accommodation paid (booking confirmation invoice), if applicable.
 : Subsistence shall be paid in-line with municipal subsistence expenses policy.

d) Typing, Printing, & Copying etc.

All costs associated with typing, production, and re-production, copying and binding, photocopying etc. will be reimbursed in accordance with the Department of Public Works Rates for Reimbursable expenses – Table 1 and 2.

A log sheet must be provided as part of the monthly invoices.

- Remuneration** : Schedule of Rates – Item 1.2.3 a)
 : Submission of log sheet with monthly invoice.

e) Telephone and Data Costs

Telephone and data costs of the service provider is not claimable.

All costs associated with telephone and data costs for fulltime (level 3) construction monitoring staff only will be reimbursed to the approved key person at the rate tendered.

Provision is made for the duration of the contract and is only payable to staff members upon commencement of duties. For the purposes of tendering assume 1 person per month employed to perform construction monitoring duties.

- Remuneration** : Schedule of Rates – Item 1.2.4
 : Payment per month for the duration of employment

f) 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:

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

- Remuneration** : Schedule of Rates – Item 1.3.1 to 1.3.5
 : In-line with approved quotation(s) plus percentage mark-up tendered.

g) Postage

Costs associated with postage, courier or special postage incurred on behalf of and with the approval of the Employer, will be remunerated at the actual cost incurred.

In-line with approved quotation(s) plus percentage mark-up tendered.

- Remuneration** : Schedule of Rates – Item 1.2.3 b) and 1.2.3.1
 : In-line with approved quotation(s) / actual cost incurred and tendered mark-up.

C3.2.1 (3) TIME-BASED FEES FOR OTHER PROFESSIONAL SERVICES

General

Relevant Projects

The projects listed below are relevant to this section:

				6											
	20				24	25	26	27						33	34
				40	41										

Service Providers for the respective services provided as part of the abovementioned projects, shall provide market-related rates or where Guideline Tariff of Professional Fees are available such guidelines should be used to determine rates in the field of work for the services described in **Annexure C4.3: Project List** per project.

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 Schedule of Rates, see Section 3: Additional Services: Time-Based Fees provides a range of person(s) or key person(s) that may be required for the project. A rate shall be entered for each person or key person, and a rate of zero will not be accepted.

Unless otherwise agreed by the Employer, all time-based fees shall be paid in accordance with Section 3: Additional Services – Time Based Fees as submitted which are compliant with the relevant professional fee guidelines and tariffs for the associated profession.

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.

In the case where a person or key person was not named, and the service of such a person or key person was not foreseen at tender stage, the service provider shall provide a rate for approval by the Employer including the person or key persons qualifications, and curriculum vitae with a full motivation for the requirement/need of the key person.

C3.2.2

ENGINEERING

SERVICES

C3.2.2 a) : NORMAL SERVICES: ENGINEERING – ALL DISCIPLINES

GeneralRelevant Projects

The projects listed below are relevant to this section and are to be priced:

1	2	3	4			7	8	9		11	12			15		17
				22	23		25						31			
35	36															

Relevant Guidelines

The services to be provided by the Service Provider shall satisfy the Employer's objectives for the provision of Professional Engineering Services and the Service Provider shall provide the services contained in the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), effective 26 March 2021, issued by the Engineering Council of South Africa in Board Notice 22 of 2021 in Government Gazette no. 44333, dated 26 March 2021, where applicable and in accordance with the Terms of Reference and Scope of Services, amended as follows:

- Paragraph numbers: The paragraph numbers used in this section of the Scope of Services link to the numbering used in the Guideline of Professional fees. Where a number cannot be correlated to the Guideline, this would mean that this is a new service include that is not included in the Guideline.
- Amendments to Guidelines: The complete scope of services required by the service provider is included below. All text in *italic* are additions or amendments to the Government Gazette 44333, dated 26 March 2021 in part or as a whole.

Notes:

- 1) **All reports, designs and drawings must be accepted by the Employers representative prior to proceeding with the next step and/or stage. The approval by the Employers Representative does not transfer professional liability for the correctness of the designs and documentation to the Employer.**
- 2) **All deliverables are to be provided in an editable format (e.g. word, excel power point versions etc.) in addition to the hard copies where requested. Reports must include a full set of design calculations.**
- 3) **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. Refer to clause 9.1 of the Contract Data.**

3.2. NORMAL SERVICESFinancial Administrative Services:

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

In addition, the service provider will be required to work with a nominated (if not part of key persons) or contracted Quantity Surveyor from stages 1 to 6, or as instructed otherwise. Fees shall be claimable in accordance with the 2015 Guideline Tariff of Professional Fees Schedule (Board Notice 170 of 2015 in Government Gazette No 39134 of 28 August 2015), or as amended in section C3.2.4 a.

3.2.1 Stage 1 – Inception

Client requirements and preferences, user needs and options, project brief including project objectives, priorities, constraints, assumptions, aspirations, and strategies have been dealt with.

- 1) Assist in developing a clear project brief *and provide basic planning report*.
- 2) Attend *and record* project initiation meetings.
- 3) Advise on procurement policy of the project.
- 4) Advise on the rights, constraints, consents, and approvals.
- 5) Define the services and scope of works required *with the client*.
- 6) Conclude the terms of the agreement of the client.
- 7) Inspect the site and advise on the necessary *additional* surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- 8) Determine the availability of data, drawings and plans relating to the project.
- 9) Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- 10) Provide necessary information within the agreed scope of the project to other consultants involved.

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

Project concept prepared and finalised in accordance with the project brief, including project scope, scale character, form and function and project viability have been dealt with.

- 1) Agree documentation programme with *client* and other consultants involved.
- 2) Attend *and record* design and consultant meetings.
- 3) Establish the concept design criteria *in conjunction with the Employers Representative, including operations and maintenance personnel*.
- 4) Prepare initial concept design and related documentation.
- 5) Advise the client regarding further surveys, analyses, tests, and investigations which may be required.
- 6) Establish regulatory authorities' requirements and incorporate into the design.
- 7) Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- 8) Establish access, utilities, services, and connections required for the design.
- 9) Co-ordinate design interfaces with other consultants involved.
- 10) Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client for suitable costing.
- 11) *Prepare preliminary design report including preliminary design and drawings, design calculations and estimated cost and submit to client for review.*
- 12) *Conduct a technical workshop with all relevant municipal departments to discuss and assess the proposed concept(s).*
- 13) Provide cost estimates and comment on life cycle costs as required.
- 14) Liaise, co-operate, and provide necessary information to the client and other consultants involved.

3.2.3 (12) Technical Workshop

The Service Provider will be required as part of his normal services to conduct and present the concepts prepared as part of stage 2 for detailed discussion with the Employer and all other relevant stakeholders (health and safety, environmental, operational departments etc.) in a presentation format after submission of the concept and viability report and drawings and before proceeding to stage 3.

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

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

- 1) *Establish design criteria.*
- 2) *Prepare, review, and agree* the documentation programme *with the Employer* and other consultants involved.
- 3) *Advise the Employer regarding further surveys, analyses, tests and investigations which may be required.*

- 4) Attend, *chair and record* design and consultant's meetings
- 5) Incorporate the *Employers* and authorities' detailed requirements into the design
- 6) Incorporate other consultants (*including health and safety consultant*) designs and requirements into the design
- 7) *Refine and assess the design to ensure conformance with all regulatory requirements and consents*
- 8) *Co-ordinate design interfaces*
- 9) *Facilitate input and requirements provided by the health and safety consultant*
- 10) *Facilitate input and design interfaces with the environmental practitioner for the purpose of the application for environmental authorisation*
- 11) *Facilitate, conduct and record final design review meeting (PowerPoint presentation) to the Employer for approval*
- 12) *Facilitate timeous technical co-ordination*
- 13) *Facilitate design reviews for compliance and cost control*
- 14) *Re-drawn, amend, update, and prepare design development drawings including technical details and specifications*
- 15) Review and evaluate design and outline specifications and exercise cost control
- 16) Prepare detailed estimates and construction costs
- 17) Liaise, co-operate and provide necessary information to the *Employer* and other consultants involved
- 18) *Prepare, amend, update, and submit the necessary design documentation to the Employer, local and other authorities and other relevant departments for review and approval*
- 19) *Prepare, amend, update and submit final design report to Employer for review and approval including detailed design drawings, cost estimate, cash flow, project duration, bill of quantities based on final design calculations, estimated operating and maintenance cost of facility and manner in which EME's are to be included and associated costs*

3.2.4 (8 & 11) Technical Co-ordination & Design Interfaces

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

3.2.4 Stage 4 – Documentation and Procurement

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

- 1) Attend design, consultants, *and other* meetings.
- 2) *Review, amend, update, add and* prepare specifications and preambles for the works.
- 3) Accommodate services design.
- 4) Check cost estimates and adjust design and documents, if necessary, to remain within budget
- 5) Formulate, *recommend, and agree* the procurement strategy for contractors with the Employer.
- 6) *Amend, update and* prepare documentation for contractor procurement *developed by others to the latest standards, regulations, policies and any other requirements of the Employer.*
- 7) *Co-ordinate and monitor preparation of procurement documentation.*
- 8) *Re-draw, amend, update, finalize* and review design, drawings, and schedules for compliance with approved budget.
- 9) *Submit final document to Employer for approval*
- 10) *Assemble the final contract document for approval by the Employers Bid Specification Committee (number of copies to be confirmed)*
- 11) *Assist the Employer with the call for tenders and/or negotiation of prices where relevant*
- 12) Liaise, co-operate, and provide the necessary information to other consultants as required.
- 13) *Assist the Employer in conducting and recording the site clarification meeting*
- 14) *Prepare tender notices for variations, additions, or amendments to tender / contract documentation during the tender period*

- 15) *Obtain available copies and make copies of tender documentation from the Employers Supply Chain Management offices to evaluate tenders or evaluate tenders at the offices of the Employers Supply Chain Management*
- 16) Evaluate tenders
- 17) Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others
- 18) *Prepare and submit tender evaluation report to the Employer for review and approval*
- 19) Assess samples and products for compliance and design intent
- 20) *Co-ordinate, prepare and assemble the contract documentation for signature*

3.2.4 (2) Specifications

Principal Contractor

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

Employment of Community Liaison Officer

To ensure smooth running of the various construction contracts, particularly with regard to the employment of and the relationship between the project team and community/ward and ward councillor, the Contract is to employ a Community Liaison Officer on a limited duration contract for the duration 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, and must have valid and active employment contracts and receive monthly payslips.

3.2.4 (7) Standard Documentation

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

Tender documents will be evaluated in terms of the latest Supply Chain Management Policy of which a copy is available on the municipal website.

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

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.

3.2.4 (13) Site Clarification Meeting

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

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

3.2.4 (18) Tender Evaluation Report

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

3.2.5 Stage 5 – Contract Administration and Inspection

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

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

- 26) *Review temporary works designs by contractor.*
- 27) Update and issue drawing register.
- 28) Issue contract instructions as and when required.
- 29) Review and comment on operations and maintenance manuals, guarantee certificates and warranties.
- 30) Arrange for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings, operating manuals, *and standard operating procedures.*
- 31) *Co-ordinate and inspect the works for the issue of the certificate of completion and associated defects lists in consultation with the Employer.*

3.2.5 (8) Meetings

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

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

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

3.2.5 (12 & 13) Contractual Claims

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

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

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

3.2.5 (15) Monthly Progress Reports

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

3.2.5 (17) Variation Orders

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

3.2.5 (18) EPWP Compliance

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

3.2.5 (19) Practical Completion Certificate

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

3.2.5 (28) Site Instructions

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

Site instructions with financial implications must be formalised in a variation order.

3.2.5 (31) Completion Certificate

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

3.2.6 Stage 6 – Close out

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

- 1) *Facilitate, review, approve, prepare and/or procure and submit final operation and maintenance manuals including standard operating procedures, test certificates, guarantees and warranties to Employer.*
- 2) *Prepare and/or procure and submit as built drawings (hard and soft copy) and other documentation to the Employer.*
- 3) *Inspect and verify the rectifications of defects during the defect's liability period, at least once during the defect's liability period*
- 4) *Compile and submit close out report*
- 5) *Receive, comment, and approve relevant payment valuations and issue final approval certificate upon successful expiration of the defect's liability period in consultation with the Employer.*
- 6) *Conclude the final accounts and issue payment certificates and final approval certificate where relevant*

3.2.6 (1) Operation and Maintenance Manuals

The Operational and Maintenance Manuals including Standard Operating Procedures for processes and equipment prepared by the contractor(s) must be reviewed and checked for the correctness and inclusion of all information required for the project by the consulting engineering team.

The reviewed manuals are to be submitted to the Operations and Maintenance divisions for review.

One hard copy and soft copies (text recognition format) of the final manual(s) must be submitted to the client within 7 days of the issue of the certificate of completion.

The manuals should be accompanied by a copy of the software for electronic infrastructure (PLC's and HMI's).

3.2.6 (2) As built Drawings

As built drawings shall be submitted to the Employer within 1 month of the issue of the certificate of completion. Electronic copies (.dwg and pdf format) are to be submitted once the drawings are approved by the Employer on a SD card.

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

3.2.6 (4) Close Out Report

The close out report is to contain the information, as a minimum, as per the index template of the George Municipality. The template is included as **Annexure C4.5: Close Out Report Index Template**.

A close out report, hard and soft copy (includes an editable format such as "Microsoft word") must be submitted to the Employer within 2 months of the issue of the completion certificate. The close out report will be amended once the issue of the final approval certificate to include all events, correspondence etc. that took place during the defect's liability period. The revised report (excluding annexures that do not require amendment) will be submitted to the Employers Representative within 14 days after the issue of the final approval certificate.

The Employer will withhold 50% of the value of the close out fee (stage 6) for the construction contract as identified in the Schedule of Rates until such time that the final as built drawings and close out report (hard and soft copies as required) is submitted to the Employer.

All annexures including as built drawings and operations and maintenance manuals are to be included on an SD card and must be attached to the hard copy report.

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

3.2.6 (6) Final Approval Certificate

The certificate may only be issued once the Employers Representative is an agreement that the certificate may be issued. All site inspections to verify issue of the above certificate must be attended by the Employers Representative. The format of the certificate will be made available.

C3.2.2 b) : ADDITIONAL SERVICES: TIME BASED FEES - ENGINEERING

GeneralRelevant Projects

The projects listed below are relevant to this section:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
18	19	20	21	22	23		25	26	27	28	29	30	31	32		
35	36	37	38	39		41			44							

Relevant Guidelines

The services to be provided by the Service Provider shall satisfy the Employer's objectives for the provision of Professional Engineering Services and the Service Provider shall provide the services contained in the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), effective 26 March 2021, issued by the Engineering Council of South Africa in Board Notice 22 of 2021 in Government Gazette no. 44333, dated 26 March 2021, where applicable and in accordance with the Terms of Reference and Scope of Services, amended as follows:

- Paragraph numbers: The paragraph numbers used in this section of the Scope of Services link to the numbering used in the Guideline of Professional fees. Where a number cannot be correlated to the Guideline, this would mean that this is a new service include that is not included in the Guideline.
- Amendments to Guidelines: The complete scope of services required by the service provider is included below. All text in *italic* are additions or amendments to the Government Gazette 44333, dated 26 March 2021 in part or as a whole.

Notes:

- 1) **All deliverables are to be provided in an editable format (e.g. word, excel power point versions etc.) in addition to the hard copies where requested. Reports must include a full set of design calculations.**
- 2) **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. Refer to clause 9.1 of the Contract Data.**

3.3. Additional Services

The following services are additional to the normal services to be provided by the Service Provider as stipulated in section C3.2.2 b), unless specifically agreed otherwise between the Service Provider and the Employer.

3.3.1 Additional services pertaining to all stages of the project

11. Familiarisation and Review Existing Information (amended)

The Service Provider will be required to review and familiarise themselves with the information, as developed by others, to be provided by the Employer at award stage, if applicable.

The service provider shall perform the following services as a minimum or as are applicable:

- 1) *Review prepared deliverables inclusive of associated studies and reports developed by others.*
- 2) *Provide report of design completeness / incompleteness to client for review including financial implications for redesign and/or proposed changes.*
- 3) *Review tender / contract documentation developed by others.*
- 4) *Provide report of tender / contract documentation completeness / incompleteness to client for review including financial implications for required changes.*
- 5) *Advise on additional services required in order to proceed with the project.*

The final report must be submitted to the Employer prior to commencing with any of the project stages.

Remuneration : Familiarisation and review: Schedule of Rates – Item 5.1.1
 : Re-do work previously done: Section 3: Additional Services: Time Based Fees
 : Payment of amount based on tendered rates and agreed amount to perform service.

14. Abnormal additional services (amended)

If the construction period is extended beyond the awarded contract period due to delays and unforeseen circumstances beyond the control of the Employer and Service Provider, the portion of the fee due for the contract administration and inspection stage (stage 5) will be adjusted pro-rata to the extended duration versus the originally expected duration.

Remuneration : Schedule of Rates – Section 2: Fees for Normal Services
 : Payable based on tendered percentage fees for stage 5 normal services

25. Environmental Authorisation, Water Use License Applications and other Applications for Permits, Licenses etc. (new)

- 8) *Obtain at least 3 quotations from environmental firms, to perform the necessary applications for construction activities. The identified applications, permits, licenses etc. as a minimum are:*
 - *Environmental Authorisation (EA),*
 - *Water Use License (WUL),*
 - *Permits from the Department of Fisheries and Forestry's (DAFF) for example: destruction / relocation of Milkwood trees and other indigenous tree species*
- 9) *Obtain quotations for the necessary authorisations, applications, licenses, permits and/or assessments.*
- 10) *Evaluate quotations in terms of the latest preferential procurement policy and regulations.*
- 11) *Prepare and submit evaluation report to the Employer for review and approval.*
- 12) *Appoint an Environmental Practitioner to perform the necessary tasks for the applications, licenses and/or permits.*
- 13) *Enter into an agreement with the appointed Practitioner/Firm.*
- 14) *Payment of monthly invoices for services rendered.*
- 15) *Submit regular reports on status of applications.*
- 16) *Submit approved / rejected application, permit and/or license to Employer.*
- 17) *Review and approve invoices and make payment of invoices for services rendered.*

Remuneration : Schedule of Rates – Item 1.1.4.1 c) and 1.1.4.2
 : In line with approved quotations plus tendered mark-up to Service Provider

26. Environmental Monitoring and Control (new)

1) Obtain quotations from environmental firms to perform monitoring / environmental control officer services in line with the Environmental Authorization. The quotations must include the following as a minimum:

- Familiarization with the Environmental Authorization / Water Use License etc.
 - Notify relevant departments of construction commencement
 - Application of relevant permits (as required),
 - Prepare and implement environmental management plan
 - Perform fortnightly compliance inspections and report
 - Perform a monthly audit and report
 - Review and approve method statements
 - Prepare and submit close out audit
 - Perform audit during defects liability period
 - Travel
- 1) Evaluate quotations in terms of the latest preferential procurement policy and regulations.
- 2) Prepare and submit evaluation report to the Employer for review and approval
- 3) Appoint Environmental Control Officer to perform compliance monitoring during construction period
- 4) Monitor and report on non-conformances reported on for implementation of penalties during construction period
- 5) Review and approve invoices and make payment of invoices for services rendered.

Remuneration : Schedule of Rates – Item 1.1.4.1 d) and 1.1.4.2

: In line with approved quotations plus tendered mark-up to Service Provider

27. Social Facilitation (new)

1) Obtain quotations from social facilitation service providers for the provision of social facilitation services for the duration of the construction contract(s). The quotations must include the following as a minimum:

Pre-Construction:

- Meeting Employer and Employers Agent
- Establish a project committee, perform introductory meeting, call for meetings when necessary.
- Establish a project steering committee and perform introductory meeting.
- Introduce project team to Councillor.
- Introduce project to the community.
- CLO interviews, recommendations, and report.
- Labour and EME skills audit
- Assist with labour recruitment
- Attend to community challenges
- Prepare agendas and minutes of all meetings
- Travel
- Disbursements
- Overheads and administrative charges

Construction:

- Monthly meetings with Employer and Employers Agent
- Monthly meetings with Project Steering Committee
- Attend monthly site progress meetings and report
- Attend to site visits (if required)
- Prepare monthly progress reports and submit to Employer and Employers Agent
- Assist in preparation or completion of monthly EPWP reports
- Prepare agendas and minutes of all meetings (excluding monthly site progress meetings)
- Resolve disputes and issues pertaining to local labour and EME's

- *Travel*
 - *Disbursements*
 - *Overheads and administrative charges*
- 2) *Evaluate quotations in terms of the latest preferential procurement policy and regulations.*
 - 3) *Prepare and submit evaluation report to the Employer for review and approval.*
 - 4) *Appoint a Social Facilitator to perform the required social facilitation services and support during the construction period.*
 - 5) *Enter into an agreement with the appointed Social Facilitator.*
 - 6) *Liaise with the appointed Social Facilitator on community including appointed EME's on a regular basis.*
 - 7) *Review and approve invoices and make payment of invoices for services rendered.*

Remuneration : Schedule of Rates – Item 1.1.4.1 e) and 1.1.4.2
: In line with approved quotations and tendered mark-up payable to Service Provider

28. Approval of Building Plans (new)

All amendments to existing buildings or the construction of new buildings require approval through the Building Control Department.

*Building plans shall be submitted to the department through the Collaborator online portal prior to proceeding to construction. The user guide for loading of the application and building plans are attached as **Annexure C4.6: Collaborator Building Control Portal.***

The Service Provider will be required to:

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

Remuneration : Schedule of Rates – Item 1.1.4.1 f) and 1.1.4.2
: Payment of amounts in full upon approval of building plans. Progress payments will be permitted.

29. Acceleration / Fast Tracking (new)

Adjustment to the project programme, commonly known as “fast tracking” or “acceleration”, that requires the application of additional resources by the service provider, may attract an additional fee. The service provider shall motivate to the client the additional resource needed to complete the project within the accelerated or fast-tracked timeframe and shall be at the tendered mark-up, over and above the percentage fees payable for normal services.

Also applicable to construction contracts.

Remuneration : Schedule of Rates – Item 5.3.1 a) to c) and 5.3.2
: Payable based on tendered rates for time-based services plus tendered mark-up

3.3.2. Construction Monitoring

General

The curriculum vitae of all proposed construction monitoring staff shall be submitted to the Employer for review and approval, prior to entering a contract of employment to ensure compliance with the project personnel schedule in the Contract Data.

Construction monitoring staff appointed may not be altered without the prior approval of the Employer.

In the case of multi-disciplinary projects, the Employer may elect to have some staff to perform part-time construction monitoring in the applicable engineering discipline in addition to a full-time (level 3) construction monitoring staff.

Project Complexity

The level of construction monitoring and the associated project complexity must be determined and agreed to between the parties prior to sourcing, appointment, and approval of the construction monitoring personnel.

The following levels of complexity are applicable:

Table 2: Complexity Ratings

Complexity Level	Description
Low	Means relatively simple projects in a developed or undeveloped area with low impact on the environment and/or the community. - <u>Example:</u> Replacement of a reticulation network/bulk water pipeline (like for like).
Medium	Means a project with some complexity in a developed or undeveloped area with a medium impact on the environment and/or community. - <u>Example:</u> Upgrade of a reticulation network/bulk water pipeline.
High	Means a complex and/or multi-disciplinary, specialist project with a medium to high impact. - <u>Example:</u> Bulk water and sanitation infrastructure such as dams, pump stations, WTW's/WWTW's etc.

Schedule of Rates

Section 4 of the Schedule of Rates makes provision for construction monitoring services per month for the complexity ratings described in table 2 above for each level of construction monitoring, the associated disciplines that may be required, qualifications and minimum years of experience.

Level of Construction Monitoring

(a) Level 1: Periodic Construction Monitoring

These staff members shall perform construction monitoring of at least 48-hours per month (say 1.5 visits per week at 8 hours per visit over a 4-week period) relating to their field of engineering.

Construction monitoring staff appointed may not be altered without the prior approval of the Employer.

A category factor of 2.1 is applicable and must be incorporated into the rates.

- Remuneration** : Schedule of Rates – Item 4.1.1, 4.2.1 and 4.3.1
- : Payable based on approved key person and tendered rate and submitted time sheet per person.

(b) Level 2: Part-time Construction Monitoring

These staff members shall perform construction monitoring of at least 96-hours per month (say 3 visits per week at 8 hours per visit over a 4-week period) relating to their field of engineering.

Construction monitoring staff appointed may not be altered without the prior approval of the Employer.

A category factor of 2.0 is applicable and must be incorporated into the rates.

Remuneration : Schedule of Rates – Item 4.1.2, 4.2.2 and 4.3.2
: Payable based on approved key person and tendered rate and submitted time sheet per person.

(c) Level 3: Full-time Construction Monitoring

These staff members shall perform full-time construction monitoring relating to their field of engineering.

Final construction monitoring staff and cost to be agreed in writing with the Employer, the cost of remuneration to be paid to the construction monitoring staff are to be proved (payslip) to the Employer upon request.

Construction monitoring staff appointed may not be altered without the prior approval of the Employer.

Construction monitoring staff appointed under level 3 is seconded to the Employer for the duration of the contract and is paid for by the Employer. The Employer may deny a request by the Service Provider to change the appointed staff.

Level 3 construction monitoring staff will be required to maintain a full-time presence on site. A category factor of 1.8 is applicable and must be incorporated into the rates.

Remuneration : Schedule of Rates – Item 4.1.3, 4.2.3 and 4.3.3
: Payable on monthly basis. Rate to include amongst others, salary, leave days, sick leave, UIF, bonuses, overheads, profit, or the entire employment period etc.

3.3.3. 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

Remuneration : Schedule of Rates – Item 5.1.1 and 5.1.2
: Payable based on tendered rate and submitted time sheet indicating key person, activities performed, and time spent.

3.3.5 Lead Consulting Engineer

Not applicable to this contract.

3.3.6 Engineering Management Services (principal consultant)

Not applicable to this contract.

3.3.7 Mediation, Arbitration and Litigation Proceedings and Similar Services

When necessary, the Employer may call on the Service Provider to partake in the following services in conjunction with or on his or her behalf:

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

The extent of the required services will be agreed at the time of requiring the services.

Provision for such services as a provisional sum is allowed for in the Schedule of Rates.

Remuneration : Schedule of Rates – Item 5.2.1
: Time and cost based on tendered rates, Section 3: Additional Services – Time-based fees

3.3.8 Principal Agent of the Client

Not applicable to this contract.

C3.2.2 c) : GUIDELINE TARIFF OF FEES

4. TARIFF OF FEES

4.2 Fees for Normal Services

Unless otherwise agreed with the Employer, the fees payable for this appointment as well as the breakdown for each stage as are applicable, shall be in accordance with the values listed in schedule C2.2: SCHEDULE OF RATES.

4.2.9 a) Typical Percentages

The table 3 below (extract from Guideline Professional fees table 10) reflects the typical percentage points for each stage for all related engineering projects.

Table 3: Typical percentage points for each stage

Stage of Services	Typical Percentage Points for Each Stage
Civil: Engineering Projects	
Inception	5
Concept & Viability	25
Design Development	25
Documentation and Procurement (% amended)	15
Contract Administration and Inspection (% amended)	25
Close Out	5
Structural: Engineering Projects	
Inception	5
Concept & Viability	25
Design Development	30
Documentation and Procurement	10
Contract Administration and Inspection	25
Close Out	5
Civil: Building Projects	
Inception	5
Concept & Viability	25
Design Development	25
Documentation and Procurement	15
Contract Administration and Inspection	25
Close Out	5
Structural: Building Projects	
Inception	5
Concept & Viability	20
Design Development	30
Documentation and Procurement	15
Contract Administration and Inspection	25

Stage of Services	Typical Percentage Points for Each Stage
Close Out	5
Mechanical, Electrical and Electronic Projects	
Inception	5
Concept & Viability	15
Design Development	20
Documentation and Procurement	20
Contract Administration and Inspection	35
Close Out	5

b) Services Provided Partially or in Stages

Where not all stages of the normal services are to be provided by the service provider, the fee is subject to Clause 4.2 of the Guideline Professional Fees calculated as a percentage of the total fee calculated in terms of this Clause, which percentage is the sum of the percentage points appropriate to each stage as set out in table 10 of the guideline, included above for ease of reference, against those stages of the services provided by the service provider.

The typical 10 percentage points to allow the engineer to become familiar with the project is not applicable and are to be priced, and the service provider shall price for this service in section 1 of the Schedule of Rates.

Refer to Clause 3.3.1 (11) Additional Services Pertaining to all Stages of the Project: Familiarisation and Review Existing Project Information.

Remuneration : Schedule of Rates – Item 5.2.2 a) to c)
: Paid in full upon receipt of deliverable defined in clause 3.3.1 (11)

4.2.10 Cancellation or Abandonment

Should instructions have been given by the client to the consulting engineer to proceed with any of the stages of services set out in clause 3 and the whole or part of the works is **postponed/suspended for a period of more than twelve months**, the consulting engineer will be remunerated for services performed only.

4.3 Fees for Additional Services

4.3.1. The Service Provider may be required to perform additional services not covered by the scope of this contract. Such additional services shall be remunerated for in line with the tendered rates.

and

4.3.2 The Service Provider must prepare and submit a cost estimate to the Employer Representative indicating the estimated hours per staff member, as per the tendered rates for time-based fees, required to perform the service(s). The Service Provider must obtain approval in writing from the Employers Representative prior to performing the services.

Time sheets for hours spent shall be submitted together with the invoices as supporting documentation.

Remuneration : Schedule of Rates – Section 3
: Payable based on approved submitted time sheets per person.

- 4.3.3 Construction monitoring
Construction monitoring staff whether full-time or part time and as defined in section 3.3.2 shall be remunerated in accordance with the guidelines and those tendered rates.

Remuneration : Schedule of Rates – Section 4
: Payable based on approved submitted time sheets per person.

- 4.3.4 All other costs
For all other costs, as set out in clause 4.5 the actual expenses incurred, *multiplied by the tendered mark-up*.

The factor of 1.10 is not applicable.

Refer to C3.2.1 (1) d) and f).

- 4.3.5 Duties under the Occupational Health and Safety Act
The entire contents of this clause are replaced with section 3.3.3 of scope of services section C.3.2.2 (b).

- 4.3.6 Services as Lead Consulting Engineer
Not applicable to this contract.

- 4.3.7 Engineering Management Services or Services as a Principal Consultant
Not applicable to this contract.

- 4.3.8 Fees for Services as Principal Agent of the Client
Not applicable to this contract.

4.4 Time Based Fees

Note: Time-based fees/rates are all-inclusive fees/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.

Unless otherwise agreed by the Employer, all time-based fees/rates shall be paid in accordance with Section 3: Additional Services – Time Based Fees as submitted which are compliant with the relevant professional fee guidelines and tariffs for the associated profession.

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

In the case where a key person was not named, and the service of such a person was not foreseen at tender stage, the service provider shall provide a rate for approval by the Employer including the key persons qualifications, and curriculum vitae with a full motivation for the requirement/need of the key person.

Project 44: Ad-hoc Professional Services – Engineering related services

Section 3: Additional Services: Time-Based Fees makes provision for ad-hoc services to be provided for any service that may be required during the period of performance.

Time-based fee rates will be determined as follow for the required services of an individual work package as follows:

Standard rate to be applied for all person(s) or key person(s): R0.18 per hour. Refer to item 3.10.8.1 of the Schedule of Rates.

To determine the hourly rate per key person, the following formula shall apply:

$$\text{Hourly rate} = \frac{\text{Total annual cost of employment}}{100} \times R0.18$$

The Employer may request proof of the total annual cost of employment of a person(s) or key person(s) prior to agreeing to the provided rate.

4.5 Expenses and Costs

The local office of the service provider will be used as the base for the calculation of all disbursement costs.

4.5.1 (a) Expenses

All expenses and costs actually incurred by the *Service Provider* and members of the *Service Providers staff including sub-consultants and other service providers* in rendering their services *must be approved by the Employer*.

In the event of costs associated with sub-consulting services, a minimum of three quotations must be requested. Refer to C3.2.1 (1) d) and C3.2.1 (2) f).

(b) Mark-up

All other costs incurred on behalf of and with the approval of the *Employer, plus a mark-up as tendered*.

The mark-up of 10 per cent is not applicable.

Refer to section C3.2.1 (1) d) and C3.2.1 (2) f).

4.5.2 Recoverable Expenses

(a) Travelling Expenses

Travelling expenses are claimable as per the provisions allowed.

Refer to C3.2.1 (2) a).

(b) Travelling time

Travelling time is not claimable, except is ordered by the Employer in writing.

Refer to C3.2.1 (2) b).

(c) Accommodation and Subsistence Expenses

Accommodation and Subsistence Expenses is not claimable, except is ordered by the Employer in writing.

Refer to C3.2.1 (2) c).

(d) – (f) Typing, copying, printing etc.

Refer to C3.2.1 (2) d).

4.5.3 Refer to C3.2.1 (1) d) and C3.2.1 (2) f).

C3.2.3

ARCHITECTURAL

SERVICES

C3.2.3 : STANDARD SERVICES: ARCHITECTURAL

General

Relevant Projects

The projects listed below are relevant to this section and are to be priced:

						23		25										

Relevant Guidelines

The services to be provided by the Service Provider shall satisfy the Employer’s objectives for the provision of Professional Architectural Services and the Service Provider shall provide the services contained in the Guideline for Professional Fees in terms of Section 34(2) of the Architectural Profession Act, 2000 (Act 44 of 2000) issued by the South African Council for the Architectural Profession in Board Notice 471 of 2023 in Government Gazette no. 49108, dated 11 August 2023, where applicable and in accordance with the Terms of Reference and Scope of Services, amended as follows:

Notes:

- 1) **All reports, designs and drawings must be accepted by the Employers representative prior to proceeding with the next step and/or stage. The approval by the Employers Representative does not transfer professional liability for the correctness of the designs and documentation to the Employer.**
- 2) **All deliverables are to be provided in an editable format (e.g. word, excel power point versions etc.) in addition to the hard copies where requested. Reports must include a full set of design calculations.**
- 3) **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. Refer to clause 9.1 of the Contract Data.**

Financial Administrative Services:

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

C3.2.4.1 Stage 1 – Inception

- a) Receive, appraise, and report on the client's requirements with regard to the client's brief.
- b) Determine the site and rights and constraints.
- c) Determine budgetary constraints.
- d) Determine the need for consultants.
- e) Determine indicative project timelines.
- f) Determine methods of contracting.
- g) whether other statutory authority applications are required or desirable

C3.2.4.2 Stage 2 – Concept and Viability (concept design)

- a) Prepare an initial design concept and advise on:
 - i. the intended space provisions and planning relationships; ii proposed materials and intended building services; and
 - ii. the technical and functional characteristics of the design.

- b) *Establish concept design criteria in conjunction with the Project team and Employers Representative, including operational and maintenance personnel.*
- c) Check for conformity of the concept with the rights to the use of the land.
- d) Consult with local and statutory authorities.
- e) Review the anticipated costs of the project.
- f) Review the project programme.
- g) *Assist with coordinating design interfaces with other consultants involved.*
- h) *Attend or conduct a technical workshop with all relevant municipal departments to discuss and assess the proposed concept(s).*
- i) *Provide input and/or develop the concept and viability design report including preliminary design and drawings, design calculations and estimated cost and submit client for review.*

C3.2.4.3 Stage 3 – Design Development

- a) Develop all aspects of the design from concept to full development including, but not limited to, construction systems, materials, fittings, and finishes selections.
- b) Review the programme and budget with the client, principal consultant, or other consultants.
- c) Coordinate other consultants designs into building design.
- d) Prepare design development drawings including drafting technical details and material specifications.
- e) *Attend and/or facilitate, conduct, and record final design review meeting (PowerPoint presentation) to the Employer for approval.*
- f) *Prepare, amend, update and submit final design report to the Employer for review and approval including detail design drawings, cost estimate, cash flow, project duration, Bill of Quantities based on final design calculations and drawings, estimated operating and maintenance cost of facility.*
- g) Discuss and agree on the building plan application and approval requirements with the local authority, *submit the final plans for approval and obtain approval of the building plans.*

C3.2.4.4 Stage 4 – Documentation and Procurement

Stage 4.1:

- a) Prepare documentation required for local authority building plan application submission.
- b) Co-ordinate technical documentation with the consultants and complete primary co-ordination sufficient to support building plan submission.
- c) Review the costing and programme with the consultants.
- d) Obtain the client's authority and submit documents for approval at the local authority.

Stage 4.2:

- a) Prepare specifications for the works.
- b) Complete technical documentation sufficient for tender.
- c) Obtain offers for the execution of the works.
- d) Evaluate offers and recommend a successful tenderer for appointment.
- e) Prepare the contract documentation and arrange the signing of the building contract by the client and the successful tenderer.
- f) Complete all remaining technical and construction documentation and coordinate same with the consultants.

C3.2.4.5 Stage 5 – Construction

- a) Administer the building contract.
- b) Give possession of the site to the contractor.
- c) Issue construction documentation.
- d) Review sub-contractor designs, shop drawings and documentation for conformity of design intent.
- e) Inspect the works for conformity with the contract documentation and acceptable quality in terms of industry standards.
- f) Administer and perform the duties and obligations assigned to the principal agent in the building contract.
- g) Manage the completion process of the project.

- h) Assist the client to obtain the required documentation necessary for the client to obtain the occupation certificate.

C3.2.4.6 Stage 6 – Close Out

- a) Facilitate the project close-out including the collation of the necessary documentation to effect completion, handover, and operational manual of the project.
- b) When the contractor's obligations with respect to the building contract have been fulfilled, the architectural professional shall issue the certificates related to the contract completion.
- c) Provide the client with construction record documentation and the relevant technical and contractual undertakings by the contractor and sub-contractors.

C3.2.3 b) ADDITIONAL SERVICES: TIME BASED FEES

General

Relevant Projects

The projects listed below are relevant to this section:

				5					10						
						24									
									44						

Relevant Guidelines

The services to be provided by the Service Provider shall satisfy the Employer’s objectives for the provision of Professional Architectural Services and the Service Provider shall provide the services contained in the Guideline for Professional Fees in terms of Section 34(2) of the Architectural Profession Act, 2000 (Act 44 of 2000) issued by the South African Council for the Architectural Profession in Board Notice 471 of 2023 in Government Gazette no. 49108, dated 11 August 2023, where applicable and in accordance with the Terms of Reference and Scope of Services, amended as follows:

Notes:

- 1) **The complete scope of services required by the service provider is included below. All text in *italic* are additions or amendments to the Government Gazette 44333, dated 26 March 2021 in part or as a whole.**

The following additional services are additional to the normal services to be provided by the service provider as stipulated in section C3.2.3 a), unless specifically agreed to otherwise between the service provider and the Employer.

28. Extended initial contractual contract period

If the construction period is extended beyond the awarded contract period due to delays and unforeseen circumstances beyond the control of the Employer and Service Provider, the portion of the fee due for the contract administration and inspection stage (stage 5) will be adjusted pro-rata to the extended duration versus the originally expected duration.

Remuneration : Schedule of Rates – Section 2: Fees for Normal Services
 : Payable based on tendered percentage fees for stage 5 normal services

30. Acceleration / Fast Tracking (amended)

Adjustment to the project programme, commonly known as “fast tracking” or “acceleration”, that requires the application of additional resources by the service provider, may attract an additional fee. The service provider shall motivate to the client the additional resource needed to complete the project within the accelerated or fast-tracked timeframe and shall be at *the tendered mark-up over and above the percentage fees payable for standard services.*

Remuneration : Schedule of Rates – Item 5.3.2 & Section 5: Additional Services: Services Additional to Normal/Standard Services
 : Payable based on tendered rates plus tendered mark-up.

31. Travelling Time

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

Refer to C3.2.1 (2) b).

32. Termination by the Client

Termination shall be dealt with in terms of the Contract Data, see Clause 8.4 Termination.

33. Dispute Resolution Services

The contents of the entire clause are replaced with the below.

When necessary, the Employer may call on the Service Provider to partake in the following services in conjunction with or on his or her behalf:

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

The extent of the required services will be agreed at the time of requiring the services.

Provision for such services as a provisional sum is allowed for in the Schedule of Rates.

Remuneration : Schedule of Rates – Item 5.2.1 and Section 5: Additional Services: Services additional to Normal/Standard Services
: Time and cost based on time-based rates plus mark-up as tendered.

34. Payment of Professional Accounts

Payment of accounts shall be dealt with in terms of the Contract Data, see Clause 14 Remuneration and Reimbursement of Service Provider.

35. Reimbursement of Expenses

a) Refer to section C3.2.1.

b) Expenses

iii. Travel

Refer to C3.2.1 (2) a) and b).

iv. Subsistence

Refer to C3.2.1 (2) c).

v. Postage

Refer to C3.2.1 (2) g).

vi. Documentation

Refer to C3.2.1 (2) d).

vii. Special Quotes

Refer to C3.2.1 (2) f).

viii. Specialized Computer Software

Refer to C3.2.1 (2) f).

ix. Time limited software subscriptions incurred specifically for the project

Refer to C3.2.1 (2) f).

x. Other

Actual expenses occurred will be multiplied by the factor as tendered to cover all costs associated with overheads, administration, profit, handling fees etc.

At least three quotes shall be obtained for any service required for review and approval. A final invoice shall be submitted as proof of amount claimed prior to charging the factor.

The stated 10% in section 35d) of the Guideline for Professional Fees in terms of section 34 (2) of the Architectural Profession Act, 2000 (act 44 of 2000) shall not apply.

Remuneration : Schedule of Rates – Item 1.1.4.2, 1.6.5 and 5.4.6
: Tendered mark-up to Service Provider based on approved quotation.

- c) The tendered rate on the cost actually incurred shall apply in terms of the provisions and conditions specified.

Refer to section C3.2.1 and C3.2.3 a) and b).

- d) The contents of the sub-clause is replaced with the following: Time-based fees per project or the tendered mark-up for such disbursements shall apply for attendance on the individual work packages as agreed to and a minimum of 10% of the cost of the disbursement is not claimable for attendance.

Refer to C3.2.1 and C3.2.3 a) and b).

36. Claims to be Separate and not Set-off

Replace the contents of this clause with the following conditions of contract which are applicable:

- *Clause 12: Resolution of Disputes*
- *Clause 14: Remuneration and Reimbursement of Service Provider*
- *Clause 15: Amounts due to the Employer*

37. Regular Invoicing

Invoicing shall be in line with Clause 14 Remuneration and Reimbursement of Service Provider of the Contract Data.

38. Engagement of Architectural Professionals

This agreement as a whole is the formal written agreement between the Employer and the Service Provider and includes all services required, except if agreed to otherwise.

39. Time-based fee rates

Note: Time-based fees/rates are all-inclusive fees/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.

Unless otherwise agreed by the Employer, all time-based fees/rates shall be paid in accordance with Section 3: Additional Services – Time Based Fees as submitted which are compliant with the relevant professional fee guidelines and tariffs for the associated profession.

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

In the case where a key person was not named, and the service of such a person was not foreseen at tender stage, the service provider shall provide a rate for approval by the Employer including the key persons qualifications, and curriculum vitae with a full motivation for the requirement/need of the key person.

Project 44: Ad-hoc Professional Services – Architectural related services

Section 3: Additional Services: Time-Based Fees makes provision for ad-hoc services to be provided for any service that may be required during the period of performance.

Time-based fee rates will be determined as follow for the required services of an individual work package as follows:

Standard rate to be applied for all person(s) or key person(s): R0.18 per hour. Refer to item 3.10.8.1 of the Schedule of Rates.

To determine the hourly rate per key person, the following formula shall apply:

$$\text{Hourly rate} = \frac{\text{Total annual cost of employment}}{100} \times R0.18$$

The Employer may request proof of the total annual cost of employment of a person(s) or key person(s) prior to agreeing to the provided rate.

C3.2.4 QUANTITY SURVEYING SERVICES

C3.2.4 QUANTITY SURVEYING SERVICES

General

Relevant Projects

The projects listed below are relevant to this section:

1	2	3	4				8	9		11	12			15		17
				22	23	24	25						31			
35	36															

Relevant Guidelines

The services to be provided by the Service Provider shall satisfy the Employer’s objectives for the provision of Professional Architectural Services and the Service Provider shall provide the services contained in the Guideline for Professional Fees in terms of Section 34(2) of the Architectural Profession Act, 2000 (Act 44 of 2000) issued by the South African Council for the Architectural Profession in Board Notice 471 of 2023 in Government Gazette no. 49108, dated 11 August 2023, where applicable and in accordance with the Terms of Reference and Scope of Services, amended as follows:

Notes:

- 1) **All reports, designs and drawings must be accepted by the Employers representative prior to proceeding with the next step and/or stage. The approval by the Employers Representative does not transfer professional liability for the correctness of the designs and documentation to the Employer.**
- 2) **All deliverables are to be provided in an editable format (e.g. word, excel power point versions etc.) in addition to the hard copies where requested. Reports must include a full set of design calculations.**
- 3) **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. Refer to clause 9.1 of the Contract Data.**

2. Building Work, Engineering work, Management and Supplementary Services

2.5 Appropriate Percentage for Management Services

Not applicable to this appointment, unless agreed otherwise.

2.7 Apportionment of Fee to Stages

The apportionment of fees to stages shall be applied in terms of the category applicable as defined in the Guideline Tariff of Professional Fees to the services to be delivered by the service provider.

2.8 Fees for Consortium Representative and Apportionment

Engineering contracts:

A fee for the consortium representative is not applicable.

3. Services at Risk

Fees will be charged at a no risk basis.

Fees shall be calculated on the construction value provided, in terms of the 2015 Guideline Tariff of Professional Fee Schedule that became effective on 01 September 2015, and on the updated value as the project develops for each applicable stage.

4. Excessive Variation

- 4.1. *An additional fee of 50 per cent on the marginal percentage as listed shall not be charged on the amount of such excess. The fee value applicable shall be based on the final measured contract value irrespective of the percentage adjustment based on variations.*

- 4.2. *An additional fee of 30 per cent on the marginal percentage as listed shall not be charged on the amount of omission. The fee value applicable shall be based on the final measured contract value irrespective of the percentage adjustment based on variations.*
- 4.3. *The fee calculation of Clause 4.3 of the 2015 Guideline Tariff of Professional Fees is replaced with: If the construction period is extended beyond the awarded contract period due to delays and unforeseen circumstances beyond the control of the Employer and Service Provider, the portion of the fee due for the contract administration and inspection stage (stage 5) will be adjusted pro-rata to the extended duration versus the originally expected duration.*

Remuneration : Schedule of Rates – Section 2: Fees for Normal Services
: Payable based on tendered percentage fees for stage 5 normal services

5. Commission Terminated

- 5.2. *Termination shall be dealt with in terms of Clause 8.4 Termination of the Contract Data.*
- 5.3. *Should instructions have been given by the client to the consulting engineer to proceed with any of the stages of services set out in clause 3 and the whole or part of the works is **postponed/suspended for a period of more than twelve months**, the consulting engineer should be remunerated for services performed only.*

6. Extraordinary Contract Provisions

All services deemed to be extra-ordinary to the contract provisions shall be agreed with the Employer in writing before performing such services.

Unless otherwise agreed by the Employer, time-based fees shall be paid in accordance with Section 4: Additional Services – Time Based Fees as submitted which are compliant with the relevant professional fee guidelines and tariffs for the associated profession.

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

In the case where a key person was not named, and the service of such a person was not foreseen at tender stage, the service provider shall provide a rate for approval by the Employer including the key persons qualifications, and curriculum vitae with a full motivation for the requirement/need of the key person.

7. Time Charge

Note: *Time-based fees/rates are all-inclusive fees/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.*

Unless otherwise agreed by the Employer, all time-based fees/rates shall be paid in accordance with Section 3: Additional Services – Time Based Fees as submitted which are compliant with the relevant professional fee guidelines and tariffs for the associated profession.

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

In the case where a key person was not named, and the service of such a person was not foreseen at tender stage, the service provider shall provide a rate for approval by the Employer including the key

persons qualifications, and curriculum vitae with a full motivation for the requirement/need of the key person.

Project 44: Ad-hoc Professional Services – Architectural related services

Section 3: Additional Services: Time-Based Fees makes provision for ad-hoc services to be provided for any service that may be required during the period of performance.

Time-based fee rates will be determined as follow for the required services of an individual work package as follows:

Standard rate to be applied for all person(s) or key person(s): R0.18 per hour. Refer to item 3.10.8.1 of the Schedule of Rates.

To determine the hourly rate per key person, the following formula shall apply:

$$\text{Hourly rate} = \frac{\text{Total annual cost of employment}}{100} \times R0.18$$

The Employer may request proof of the total annual cost of employment of a person(s) or key person(s) prior to agreeing to the provided rate.

8. Disbursements

- 8.1. *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.*

In the event of costs associated with sub-consulting services, a minimum of three quotations must be requested. Refer to C3.2.1 (2) f), C3.2.1(1)d).

- 8.2 This Clause is replaced by the conditions and provision of section C3.2.1 (2) b).

- d. This Clause is replaced by the conditions and provision of section Refer to C3.2.1 (2) a).

9. Payment

Invoicing shall be in line with the Contract Data, see Clause 14 Remuneration and Reimbursement of Service Provider.

NORMAL SERVICES

Stage 1

- a. Assisting in developing a clear project brief.
- b. Attending project initiation meetings.
- c. Advising on the procurement policy for the project.
- d. Advising on other professional consultants and services required.
- e. Defining the quantity surveyor's scope of work and services.
- f. Concluding the terms of the client/quantity surveyor professional services agreement with the client.
- g. Advising on economic factors affecting the project.
- h. Advising on appropriate financial design criteria.
- i. Providing necessary information within the agreed scope of the project to the other professional consultants and for which the following deliverables are applicable:
 - i. Agreed scope of work
 - ii. Agreed services
 - iii. Signed client/quantity surveyor professional services agreement

10. 6.2 Stage 2

- a. Agreeing the documentation programme with the principal consultant and other professional consultants

- b. Attending design and consultants' meetings
- c. Reviewing and evaluating design concepts and advising on viability in conjunction with the other professional consultants
- d. Receiving relevant data and cost estimates from the other professional consultants
- e. Preparing preliminary and elemental or equivalent estimates of construction cost
- f. Assisting the client in preparing a financial viability report
- g. Auditing space allocation against the initial brief
- h. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the following deliverables are applicable:
 - i. Preliminary estimate(s) of construction cost
 - ii. Elemental or equivalent estimate(s) of construction cost
 - iii. Space allocation audit for the project

10.6.3 Stage 3

- a. Reviewing the documentation programme with the principal consultant and other professional consultants
- b. Attending design and consultants' meetings
- c. Reviewing and evaluating design and outline specifications and exercising cost control in conjunction with the other professional consultants
- d. Receiving relevant data and cost estimates from the other professional consultants
- e. Preparing detailed estimates of construction cost
- f. Assisting the client in reviewing the financial viability report
- g. Commenting on space and accommodation allowances and preparing an area schedule
- h. Liaising, co-operating and providing necessary information to the client, principal consultant and other professional consultants and for which the following deliverables are applicable:
 - i. Detailed estimate(s) of construction cost
 - ii. Area schedule

10.6.4 Stage 4

- a. Attending design and consultants' meetings
- b. Assisting the **principal consultant** in the formulation of the procurement strategy for contractors, subcontractors, and suppliers
- c. Reviewing working drawings for compliance with the approved budget of construction cost and/or financial viability
- d. Preparing documentation for both principal and subcontract procurement
- e. Assisting with preparation of contract documentation for signature and for which the following deliverables are applicable:
 - i. Budget of construction cost
 - ii. Tender documentation
 - iii. Financial evaluation of tenders
 - iv. Priced contract documentation

10.6.4 Stage 5

- a. Attending the site handover
- b. Preparing schedules of predicted cash flow
- c. Preparing pro-active estimates for proposed variations for client decision-making
- d. Attending regular site, technical and progress meetings
- e. Adjudicating and resolving financial claims by the contractor(s)
- f. Assisting in the resolution of contractual claims by the contractor(s)
- g. Establishing and maintaining a financial control system
- h. Preparing valuations for payment certificates to be issued by the **principal agent**
- i. Preparing final account(s) including remeasurement(s) as required for the works on a progressive basis and for which the following deliverables are applicable:
 - i. Schedule(s) of predicted cash flow

- ii. Estimates for proposed variations
- iii. Financial control reports
- iv. Valuations for payment certificates
- v. Progressive and draft final account(s)

10.6.6 Stage 6

- a. Preparing valuations for payment certificates to be issued by the **principal agent**
- b. Concluding final account(s)
- c. and for which the following deliverables are applicable:
- d. Valuations for payment certificates
- e. Final account(s)

GEORGE MUNICIPALITY
DIRECTORATE: CIVIL ENGINEERING SERVICES
TENDER NUMBER: T/ING/018/2024
TRIENNIAL: PROVISION OF PROFESSIONAL SERVICES

THE CONTRACT
PART C4: ANNEXURES

CONTENTS

Number	Heading	Number of Pages
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C4.2	Key Personnel Schedule	1
C4.3	Project List	6
C4.4	Consultant Progress Report Standard	2
C4.5	Close Out Report Index Standard	2
C4.6	Building Plan Portal Guide	41
C4.7	Construction Project Inaugural Meeting Agenda Standard	4
C4.8	Construction Project Inaugural Meeting Minutes Standard	18
C4.9	Construction Project Progress Meeting Minutes Standard	15

ANNEXURE C4.1: PROJECT CRITERIA SCHEDULE

ANNEXURE C4.2: KEY PERSONNEL SCHEDULE

ANNEXURE C4.3: PROJECT LIST

NORMAL SERVICES	NS	STANDARD SERVICES	SS	TIME BASED FEES	TB
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Project No	Fee Structure	Project Title	General Scope of Services
WATER			
1	NS / SS	Rehabilitation / Upgrading of Water Networks (≤ 200 mm diameter)	Upgrading of existing, implementation of new water networks with a diameter smaller than or equal to 200mm diameter
2	NS / SS	Rehabilitation / Upgrading of bulk potable water infrastructure	Upgrading of existing or implementation of new bulk water infrastructure such as: <ul style="list-style-type: none"> - pipelines (>200mm diameter), - reservoirs, - towers, and - pump stations.
3	NS / SS	Rehabilitation / Upgrading of bulk raw water infrastructure	Implementation of new bulk raw water infrastructure and associated pipelines and pump stations, such as: <ul style="list-style-type: none"> - storage dams, - desalination plants, - boreholes / wellfields, and - direct / indirect re-use facilities.
4	NS / SS	Rehabilitation / Upgrading of Water Treatment Works	Upgrading of existing or implementation of new water treatment works
5	TB	Water Treatment Works Master Planning	Developing and/or updating of water treatment works master plan for a water treatment works and associated facilities.
6	TB	Bulk Raw Water Resource Study	Updating of the study and/or further detailed investigations required of options identified in the bulk raw water resource study
SANITATION			
7	NS / SS	Rehabilitation / Upgrading of Sewer Networks (≤ 200 mm diameter)	Upgrading of existing, implementation of new sewer networks with a diameter smaller than or equal to 200mm diameter
8	NS / SS	Rehabilitation / Upgrading of bulk sanitation infrastructure	Upgrading of existing or implementation of new bulk sanitation infrastructure such as: <ul style="list-style-type: none"> - gravity pipelines (>200mm diameter), - rising main (>200mm diameter) - pump stations, and - overflow ponds/facilities
9	NS / SS	Rehabilitation / Upgrading of Wastewater Treatment Works	Upgrading of existing or implementation of new wastewater treatment works, advanced treatment (AOP, RO, UF etc.) and associated treatment facilities (sludge, grit and screenings, etc.)
10	TB	Wastewater Treatment Works Master Planning	Developing and/or updating of wastewater treatment works master plan for a wastewater treatment works

Project No	Fee Structure	Project Title	General Scope of Services
ROADS & PAVEMENT			
11	NS / SS	Rehabilitation / Upgrading of Roads	Upgrading of existing or implementation of new roads (access roads, class 2 to 5 roads) and/or associated sidewalks. Upgrading includes resurfacing, reconstruction of existing roads and associated sidewalks.
12	NS / SS	Upgrading of Roads through Labour Intensive Methods	Upgrading of existing or implementation of new roads through a labour-intensive approach. Upgrading includes resurfacing, reconstruction of existing roads and associated sidewalks.
13	TB	Pavement Management System	Development of a pavement management system
14	TB	Road Master Plan	Update existing roads master plan or extension of the existing roads master plan including further detailed investigations required of options identified.
STORMWATER			
15	NS / SS	Upgrading of Stormwater Systems	Upgrading of existing or implementation of new stormwater infrastructure as identified in the stormwater master plan or other detailed investigations. Projects include pipelines, culverts, detention/retention ponds, energy dissipators etc.
16	TB	Stormwater Master Plan	Update existing stormwater master plan or extension of the existing stormwater master plan including further related studies such as flood line delineation, catchment analysis etc.
17	NS / SS	Stormwater Structures and Facilities	Upgrade existing or implement new erosion protection measures, retaining walls/structures, stilling basins, stormwater outlets, energy dissipaters, detention/retention ponds, outlets etc.
TRAFFIC/TRANSPORT			
18	TB	Traffic/Transportation Studies	<p>Perform any studies related to traffic and/or transportation:</p> <ul style="list-style-type: none"> - Traffic Impact Assessments - Traffic Impact Study - Traffic Assessments - Traffic counts - Parking study/audit - Accident studies - Speed study (existing and new) - Traffic volume study - Traffic analysis - Corridor study - NMT master plan <p>Development of access management plans.</p> <p>This scope includes implementation of the proposed intervention(s).</p>

Project No	Fee Structure	Project Title	General Scope of Services
19	TB	Traffic and Transportation Models	Develop new, update, or refine existing transportation models (microscopic, mesoscopic, macroscopic, and megascopic models) and the development of cost apportionment models. Updating and maintaining existing George Municipal Transport model as developed through the CITP process. Includes purchasing of required software and/or associated yearly subscription fees.
20	TB	Comprehensive Integrated Transport Plan (CITP)	Update existing or develop new CITP for a period of 5-years in alignment with the Integrated Development Plan, Municipal Spatial Development Framework etc., including the provision/subscription of software licensing requirements.
21	TB	Traffic signals	Develop, update and/or establish new traffic light signalisation.
22	NS	Public Transport Structures and Facilities	Upgrading of existing or implementation of new structures and facilities associated with public transport and associated roads and sidewalk upgrades, such as: <ul style="list-style-type: none"> - Terminals, - Bus holding facility, - Transfer locations, and - Bus stops and shelters.
COUNCIL BUILDING AND DEVELOPMENTS			
23	NS / SS	Council Developments: Engineering Services	Provision of engineering services (water, sewer, roads, stormwater, electrical) and associated architectural services for new council developments including housing, commercial, institutional, industrial, and mixed-use developments etc.
24	NS / SS & TB	Council Developments: Other Professional Services	Provision of other professional services (urban designer, town planner, land surveyor, landscape architect, architect etc.) for council developments including housing, commercial, institutional, industrial, and mixed-use developments etc.
25	NS / SS & TB	Council buildings, Facilities, Structures, and Renovations	Upgrade existing or implement new council buildings, facilities, structures, including associated interior requirements/renovations/upgrades, landscaping, small power, and lighting, HVAC systems, fencing, pathways/sidewalks etc.
LEGISLATIVE COMPLIANCE			
26	TB	Blue drop, green drop and purple drop audits and assessments	Assist the Municipality in preparing for and compiling relevant documentation for the various drop assessments performed by DWS.
27	TB	Infrastructure Asset Management	Development of a new or updating of existing infrastructure asset register, development of an asset management plan for all Municipal Directorates, and other related services. Services can include development of digital twin and associated services.

Project No	Fee Structure	Project Title	General Scope of Services
28	TB	Water Services Development Plans/Water Services Audit	Development of a water services development plan in terms of the Water Services Act (Act 108 of 1997)
29	TB	Water Safety Plans (WSP), Wastewater Risk Abatement Plans (W2RAP) and Process Audits	Development of WSP, W2RAP and process audits for all water and wastewater treatment works in terms of legislation to provide safe drinking water.
30	TB	Dam Safety Inspections	Execute informal (monthly and/or quarterly) and formal dam safety inspections (annual and 5-yearly) for submission to DWS.
SPORT & RECREATION			
31	NS / SS	Sport and Other Recreational Facilities	Upgrade and/or implement new sport fields and/or facilities, recreational facilities, and any associated infrastructure/facilities (lighting etc.)
32	TB	Sports Master Plan	Development and updating of master plan for sport facilities and associated buildings and infrastructure.
ENVIRONMENTAL			
33	TB	Environmental Processes	Conduct complete processes to obtain authorisation for the following authorisations including the associated specialist studies: <ul style="list-style-type: none"> - Environmental Impact Assessment - Basic Assessment - Water Use License - Waste License - Maintenance Management Plans - Environmental Management Plans - Emergency Directives - Permits etc.
34	TB	Environmental Control and monitoring	Perform environmental monitoring and control on site to monitor compliance.
ELECTRICAL & ELECTRONIC SERVICES			
35	NS / SS	Telemetry & SCADA: Water and Sanitation Infrastructure	Upgrading of telemetry and SCADA related to existing and new water and sanitation infrastructure.
36	NS / SS	Standby power facilities: Water and Sanitation Infrastructure	Implementation of new or upgrade of existing standby power facilities/equipment for water and sanitation infrastructure complete with associated buildings, infrastructure
OTHER / AD-HOC SERVICES			
37	TB	Water and Sanitation Infrastructure: Condition Assessments	Perform condition assessment of all disciplines of water and sanitation infrastructure, including: <ul style="list-style-type: none"> - Visual detailed condition assessment - Performance testing of equipment - Thermal imaging (3D building scans, surveys) - Cost estimation and scope of work

Project No	Fee Structure	Project Title	General Scope of Services
			<ul style="list-style-type: none"> - Data generation - Operational and maintenance requirements - Risk and prioritization matrix - Proposed interventions - Compliance status - Associated project management
38	TB	Roads and Stormwater Infrastructure: Condition Assessments	Perform condition assessment of all roads and stormwater infrastructure: <ul style="list-style-type: none"> - Visual detailed condition assessment - Thermal imaging (3D building scans, surveys) - Cost estimation and scope of work - Data generation - Operational and maintenance requirements - Risk and prioritization matrix - Proposed interventions - Compliance status - Associated project management
39	TB	Buildings and Structures: Condition Assessments	Perform condition assessment of all building and/or structures including hazardous building materials, including: <ul style="list-style-type: none"> - Visual detailed condition assessment - Thermal imaging (3D building scans, surveys) - Cost estimation and scope of work - Data generation - Operational and maintenance requirements - Risk and prioritization matrix - Proposed interventions - Compliance status - Associated project management
40	TB	Disaster Management & Risk Reduction	Development of new or update existing disaster management plans for floods, droughts, water supply loss, water contamination, fire etc.
41	TB	Infrastructure Management Information System	Updating and maintaining existing George Municipal IMQS system for all disciplines (water, sewer, roads, stormwater etc.), including the provision/subscription of software licensing requirements.
42	TB	Sustainable Lifecycle Planning, Governance and Finance	Assistance to any Municipal Directorate for professional services relating to, but not limited to: <ul style="list-style-type: none"> - Infrastructure lifecycle planning - Project Management including communication support, planning, forecasting etc. - Strategy and policy (portfolio planning and optimisation, master-planning support, financing strategy and market sounding and stakeholder engagement)

Project No	Fee Structure	Project Title	General Scope of Services
			<ul style="list-style-type: none"> - Optimisation of solutions (feasibility assessments, determining and analysing economic impacts, appraisal of investment, safeguarding and regulatory compliance, risk identification and mitigation, developing business case etc.) - Procurement (procurement planning and management, developing contracting strategies etc.) - Financing (financial modelling and structuring, due diligence, refinancing etc.) - Close out processes (decommissioning strategies, refinancing, asset sales etc.) - Operations (post-investment reviews, asset management strategies, policies, procedures and systems, optimisation, and efficiency studies etc.) - Implementation (development of project controls, project analytics and monitoring, review and remediate compliance with regulations and controls etc.)
43	TB	Innovation Capacity Enhancement	Provision of advisory support for the review, design, and implementation of innovation capacity within the Municipality including training, development of strategies, policies, frameworks etc.
44	TB	<p>Ad-hoc Professional Services</p> <p>Services includes, but are not limited to:</p> <ul style="list-style-type: none"> - Drafting of by-laws, strategies, plans and/or programmes - Drafting of Tender document - Drafting of Contractual documentation templates - Compiling funding applications - Compiling technical reports - Cost Benefit Analysis - Socio-economic study - Dispute resolution (mediation, arbitration/adjudication, litigation) - Review of contractual documentation for compliance - Construction monitoring - Project management - Investigations, assessments etc. 	Provide ad-hoc assistance to any Municipal Directorate for any of the professional services defined/described in projects 1 to 43.

ANNEXURE C4.4: PROGRESS REPORT TEMPLATE



CONTRACT NUMBER: INSERT CONTRACT NUMBER AND WORK PACKAGE NUMBER

INSERT CONTRACT TITLE

**PROGRESS REPORT NO. 01
REVISION NO. 00**

01 JANUARY 2024

Prepared for:

Prepared by:

Index:

- 1. Introduction**
- 2. Stakeholder Management**
 - a. George Municipality
 - b. Professional Service Providers
 - c. Interested and Affected parties
 - d. Wayleave Applications
- 3. Scope Management**
 - a. Scope of Work
 - b. Scope of Services
 - c. Locality
 - d. Instructions and variations
- 4. Time Management**
- 5. Cost Management**
 - a. Direct and indirect costs
 - b. Expenditure
- 6. Risk Management**
- 7. Communication Management**
 - a. Planning, progress, and technical meetings
- 8. Requests for Information and Actions**

LIST OF TABLES

LIST OF FIGURES

ANNEXURES

ANNEXURE C4.5: CLOSE OUT REPORT INDEX STANDARD



CONTRACT NUMBER: INSERT CONTRACT NUMBER
INSERT CONTRACT TITLE

CLOSE OUT REPORT

Index: Close Out Report

1. Contract details
2. Scope of work
3. Variation orders
4. Contractual dates
5. Extension of Time claims and rulings
6. Environmental Close out Report
7. Health and Safety Close out Report
8. Completion Certificates
 - a. Practical Completion Certificate
 - b. Completion Certificate
 - c. Final Completion Certificate
9. Minutes of Site Meetings
10. Payment Certificates
11. EPWP Reports
12. Financials:
 - a. Variation Orders
 - b. Expenditure summary
13. Site Instructions
14. As-Built Drawings (A3 prints)
15. Maintenance records
16. Lessons learnt

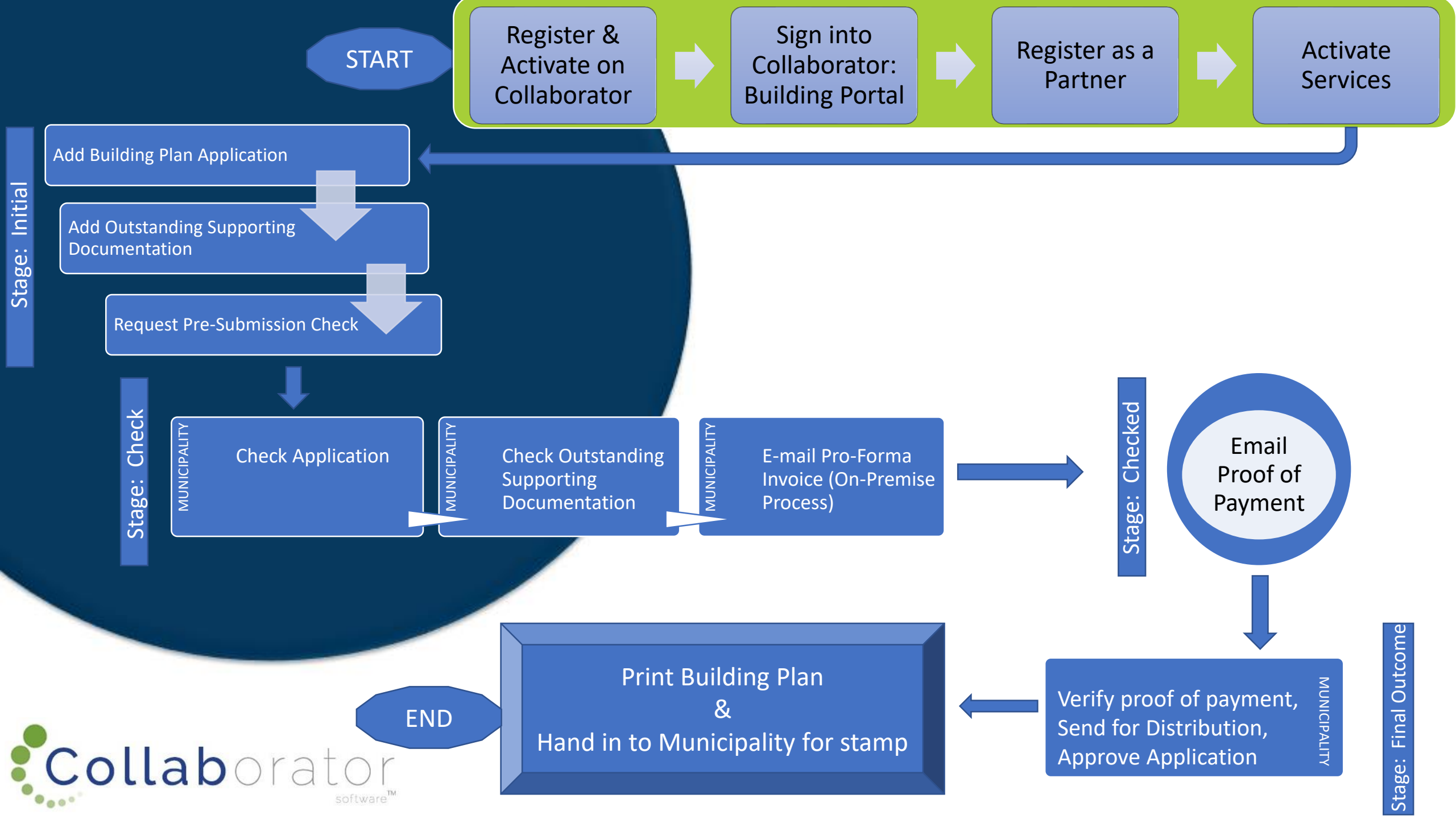
Index: Annexures on Memory Card (SD) or Flash Drive

1. Close Out Report (PDF)
2. Environmental Close-Out Report
3. Scanned Contract Document (PDF)
4. Completion Certificates
 - a. Practical Completion Certificate
 - b. Completion Certificate
 - c. Final Completion Certificate
5. Minutes of Site Meetings
6. Contract Progress Reports
7. Environmental Audit Reports
8. H&S Audit Reports

9. Payment Certificates
10. EPWP Reports
11. Variation Orders
12. As-Built Drawings (PDF & DWG)
13. Technical Data Sheets (Method Statements, QA Documentation, etc.)
14. O&M Manual (Pdf)
15. Photos

ANNEXURE C4.6: BUILDING PLAN PORTAL GUIDE

GEORGE MUNICIPALITY
BUILDING PORTAL: ARCHITECT



REGISTER



<https://westerncape.collaboratoronline.com/default.aspx>



User Name

Password

[Forgot password?](#) [Create an account](#)



REGISTER

★ Complete Information & Submit



Name*

Alida

Surname*

Erasmus

Cellphone Number*

0745895500

Email Address*

alidae@be.co.za

Confirm Your Email Address*

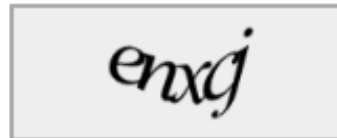
alidae@be.co.za

Password*

••••••••

Confirm Your Password*

••••••••



Type the code shown:

enxj

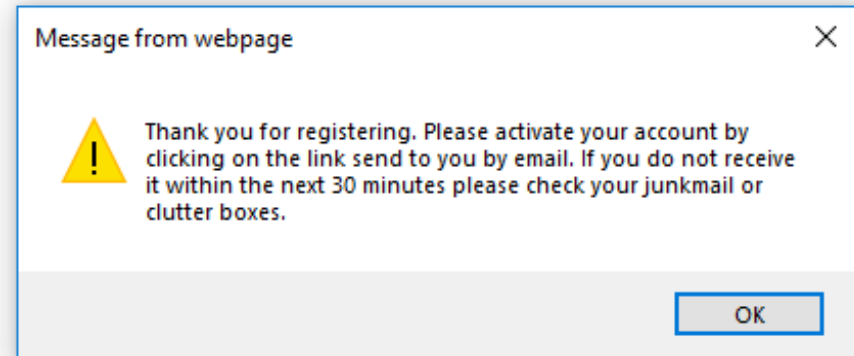
[Show another code](#)

Submit



REGISTER

- ★ You will receive an E-mail
- ★ Click on the link you will receive in the E-mail
- ★ Look in your Junk mail or Clutter Boxes if you don't receive it in your Inbox within 30 minutes



ACTIVATE YOUR USER ACCOUNT

★ Open E-mail

Focused		Other							
!	🗑️	📧	📧	FROM	SUBJECT	RECEIVED	C..	SIZE	CATEG
▲ Date: Today									
				Activate User.	Activate Your Collaborator User.	Fri 2019/05/03 09:40		52...	📧
Please click on the link to activate your user.									
				Heinrich Schnautz	contacts	Fri 2019/05/03 07:51		98...	📧
O ja en daar moet nog velde bykom asb Sal jou die lys stuur Heinrich Schnautz ICT Manager Oudtshoorn Municipality									

★ Click on link to activate account

Activate User. <wc@collaboratoronline.com> | Alida Erasmus 09:39

Activate Your Collaborator User.

Please click on the link to activate your user. <https://westerncapecollab.collaboratoronline.com/EmailActivation.aspx?id='c94e949b-d393-497c-ad45-4d000731b76d'&brk=0&%3fwa=wsignin1.0&wtrealm=https%3a%2f%2fwesterncape.collaboratoronline.com%2f trust%2f&wctx=https%3a%2f%2fwesterncape.collaboratoronline.com%2f layouts%2fAuthenticate.aspx%3fSource%3d%252F>

SIGN INTO THE BUILDING PORTAL

★ Sign into the Building Portal with your Username and Password



[Forgot password?](#) [Create an account](#)

BUILDING PORTAL HOME PAGE

★ You are now signed into the Building Portal

★ Next step: Register yourself/business as a Partner on the site.

** Note: There can be different Partners registered under one Business Account.*

The screenshot shows the Western Cape Local Government Building Portal. The header includes the logo and name 'Western Cape Local Government'. Below the header is a navigation bar with 'Home', 'Inbox', 'Account', and 'Reports'. The main content area is divided into two columns. The left column contains a 'Sites' section with links for 'Building Control' and 'Environmental management', and an 'All Site Content' link. The right column features a 'Welcome!' message, followed by text explaining the portal's purpose and how to activate services from the 'Account' page. A red note at the bottom states: 'Note that all applications are best processed using the latest version of Internet Explorer.'

REGISTER PARTNER

★ Click on the 'Account' tab

★ Click on the 'Action' button next to your Account Name or Business Account Name.

★ Click on 'Register Partner'

The screenshot shows the 'Account' management interface. At the top, there is a navigation bar with 'Home', 'Inbox', and 'Account' (highlighted with a blue box and a '1' in a blue circle). Below the navigation bar, there is a 'User Guide' section with instructions on how to register a partner. Below the user guide, there is a 'User Account' section with a table of user accounts. The table has columns for 'Action', 'Name', 'Email', and 'Mobile Number'. The first row is highlighted in blue and contains the name 'Alida', email 'alida@be.co.za', and mobile number '0745895500'. The 'Action' button for this row is highlighted with a blue box and a '2' in a blue circle. A dropdown menu is open for this row, showing two options: 'Register Partner' (highlighted with a blue box and a '3' in a blue circle) and 'Activate Services'. Below the table, there is a 'Partner Profiles' section with a table that has columns for 'Action', 'Register', and 'Practice / User Name'.

Action	Name	Email	Mobile Number
...	Alida	alida@be.co.za	0745895500

Action	Register	Practice / User Name







CREATE PARTNER







★ Complete Information

STEP 1: Update Partner Details

1

Create Partner and Activate Services

687225,      

687167, Alida      

Userid 687167

Primary User Email alidae@be.co.za

Step 1: Update Partner Details | Step 2: Update Primary Contact Details | Step 3: Active Services

Partner type Individual

Individual Name / Legal Company Name * Alida Test Company

Note: A red highlighted field indicates a duplicate registration number which is not allowed. Please request the primary user to grant you access to their practice.

Registration Number * 687225

Duplicate Registration Number

This page can not be submitted. Move to the highlighted field(s) and hover with your mouse over the red asterisk next to the field to determine what the problem is.







Submit Save Close







CREATE PARTNER

★ Complete Information

STEP 2: Update Primary Contact Details

Create Partner and Activate Services

687225,      

687167, Alida      

UserId	687167
Primary User Email	alidae@be.co.za
Step 1: Update Partner Details | Step 2: Update Primary Contact Details | Step 3: Active Services	
Primary Contact Title *	MRS
Primary Contact Person *	Alida Erasmus
Id Number *	8405300245084
Duplicate ID	No
Primary Contact Land Line *	n/a
Primary Contact Mobile Number *	0745895500
Primary Contact Email *	alidae@be.co.za
Physical Address: Building/Street Number	53
Physical Address: Street	Hoop
Physical Address: Suburb	Wesbank

CREATE PARTNER

★ Complete Information

STEP 2: Update Primary Contact Details cont.

Physical Address: City/Town	Oudtshoorn
Physical Address: Province	Western Cape
Physical Address: Code	6625
Postal Address: PO Box / Private Bag	n/a
Postal Address: Suburb	n/a
Postal Address: City/Town	n/a
Postal Address: Province	n/a
Postal Address: Code	n/a
Billing Address same as Postal Address *	Yes
Billing same as Physical Address *	Yes
Billing Address: Line 1	n/a
Billing Address: Line 2	n/a
Billing Address: Suburb	n/a
Billing Address: City /Town	n/a
Billing Address: Province	n/a
Billing Address: Code	n/a

CREATE PARTNER







★ Complete Information







STEP 3: Update Primary Contact Details cont.

Note: Only choose Services applicable to you, you don't have to choose all Services. You can always go back to your account at a later stage to amend this.

★ Once you click on 'Submit' you have created a Partner (yourself) and have activated the applicable services you will use

Create Partner and Activate Services

687225,      

687167, Alida      

UserId 687167

Primary User Email alidae@be.co.za

Step 1: Update Partner Details | Step 2: Update Primary Contact Details | **Step 3: Active Services** 3

Activate Building Plan Application Services * Yes ▾

Activate Events and Film Services * Yes ▾

Activate AQ Services * Yes ▾

Activate Waste Services * Yes ▾

Activate Land Use Application Services * Yes ▾

Activate WayLeave Services * **Yes** ▾

Registration Process Completed

Submit Save Close

PARTNER DETAILS

★ You can always go back and update your Partner Details by clicking on the 'Action' button next to your name and choose 'Update Partner Details'

User Account

Action	Name	Email	Mobile Number
...	Alida Erasmus	alidae@be.co.za	0745895500

Partner Profiles

Action	Registration Number	Practice / User Name
...		Alida Test Company

- Action
- Add Building Plan Application
- Update Partner Details
- Grant Access
- Add Wayleave Application

ACTIVATE SERVICES

★ Click on the 'Action' button next to your User Account Name and click on 'Activate Services'







The screenshot shows a web application interface with the following elements:

- Account Section:** Includes a search bar and a 'User Guide' section with instructions on registering a partner and activating services.
- User Account Table:** A table with columns: Action, Name, Email, and Mobile Number. The 'Action' column has a dropdown menu open, showing 'Register Partner' and 'Activate Services' options. The 'Email' column contains 'alidae@be.co.za' and the 'Mobile Number' column contains '0745895500'.
- Partner Profiles Table:** A table with columns: Action, Registration Number, and Practice / User Name. The 'Registration Number' column contains '687225' and the 'Practice / User Name' column contains 'Alida Test Company'.

ACTIVATE SERVICES

★ Choose 'Yes' or 'No' next to each Service and click on 'Submit'

Activate Services

687167, Alida      

Reference Number	687167
User ID	687167
First Name	
Surname	Erasmus
Mobile Number	0745895500
Email	alidae@be.co.za

Activate Services

Activate Building Plan Application Services *	Yes ▾
Activate Events and Film Services *	Yes ▾
Activate WayLeave Services *	Yes ▾
Activate AQ Services *	Yes ▾
Activate Waste Services *	Yes ▾
Activate Land Use Application Services *	Yes ▾

Submit Save Close

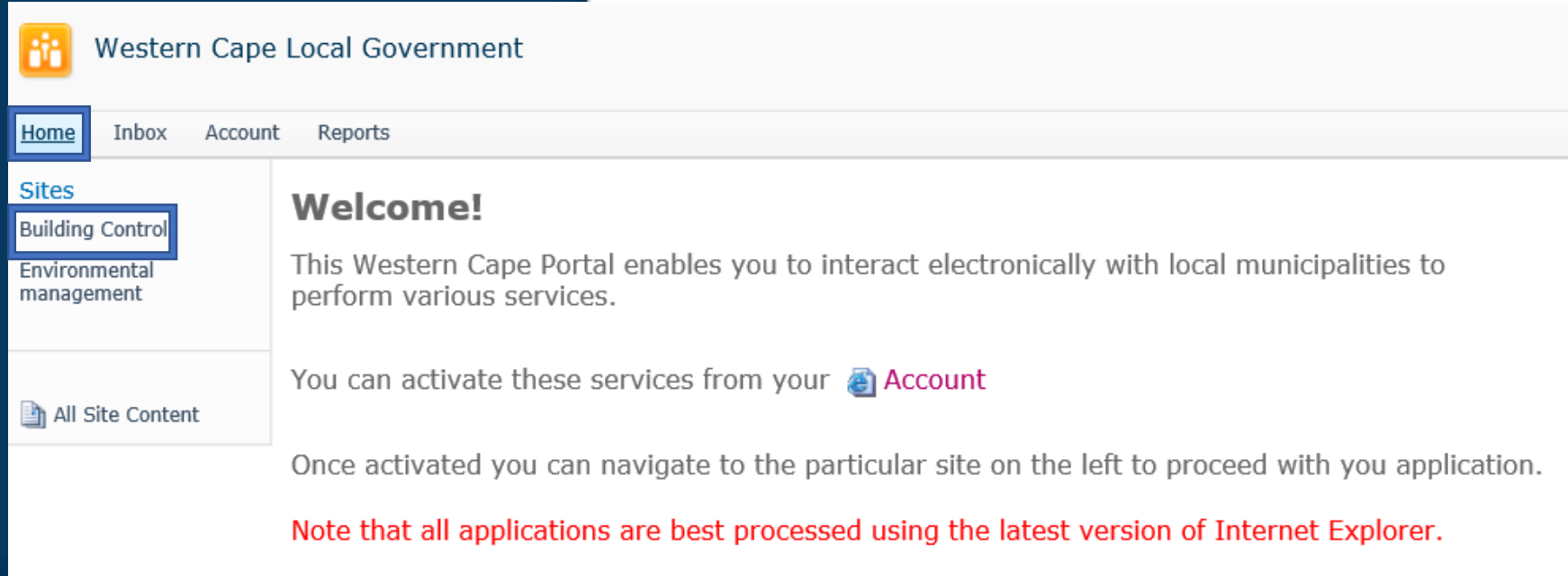
READY TO SUBMIT A BUILDING APPLICATION

★ Now you are ready to submit your Building Plan Application



HOME PAGE > BUILDING CONTROL

★ Click on the Home Page > Click on Building Control



The screenshot shows the Western Cape Local Government website. The header includes the logo and the text "Western Cape Local Government". Below the header is a navigation bar with "Home", "Inbox", "Account", and "Reports". The "Home" link is highlighted with a blue box. On the left side, there is a "Sites" menu with "Building Control" highlighted with a blue box. Below "Building Control" are "Environmental management" and "All Site Content". The main content area features a "Welcome!" heading, a paragraph about the portal's purpose, a link to "Account" with a user icon, and a note about using the latest version of Internet Explorer.

Western Cape Local Government

Home Inbox Account Reports

Sites


Building Control

Environmental management

All Site Content

Welcome!

This Western Cape Portal enables you to interact electronically with local municipalities to perform various services.

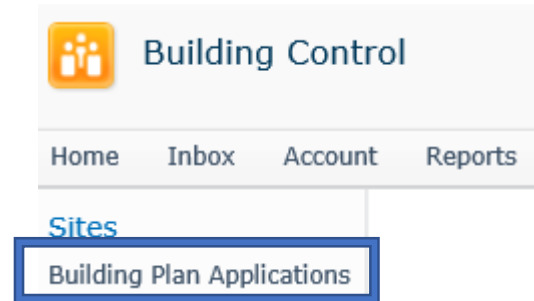
You can activate these services from your  [Account](#)

Once activated you can navigate to the particular site on the left to proceed with you application.

Note that all applications are best processed using the latest version of Internet Explorer.

BUILDING CONTROL PAGE > BUILDING PLAN APPLICATIONS

★ Click on 'Building Plan Applications' under Sites



ADD BUILDING PLAN APPLICATION

★ Click on the Action Button '...' next to your Partner name and click on 'Add Building Plan Application'

1

The screenshot displays the 'Building Plan Applications' interface. At the top, there are navigation tabs for 'Home', 'Inbox', 'Account', and 'Reports', along with a search bar. The main content area is divided into sections: 'Partner', 'Application', and 'Building Plan Applications'. The 'Partner' section contains a table with columns for 'Action', 'Registration Number', 'Practice / User Name', and 'Professional Entity'. A row for 'Alida Test Company' is highlighted, and the 'Action' column contains a dropdown menu with a blue box around the '...' button. The 'Application' section contains a table with columns for 'Action', 'Town', 'Erf Number', 'Titel', and 'Date', which is currently empty. The 'Building Plan Applications' section contains a table with columns for 'Name', 'Erf / Farm', 'Stage', 'Registration Number', 'Plan Number', and 'Age', which is also empty. A blue box highlights the 'Add Building Plan Application' option in the dropdown menu. The bottom of the screen shows a Windows taskbar with various application icons and a system tray with the date and time (10:05, 2019/05/03).

2

NEW BUILDING PLAN APPLICATION

★ Complete information under each tab:

Location

Owner




Application

Checklist













Architectural Practitioner

Invoicing

Understanding your icons:

-  Detail on the task
-  Folder – will show if any attachments are available...grey = no attachments, yellow = attachments
-  Workflow – all users involved, date and time, actions

New Building Plan Application

687239,						
687225,						

Extension Reference	687239
UserId	687167
User Name	Alida Erasmus
User Email	alidae@be.co.za
Name	
Completed Application Task	

Location Owner Application Checklist Architectural Practitioner

NEW BUILDING PLAN APPLICATION LOCATION

★ Complete 'Location' details

New Building Plan Application

687239, 53 - Owner Name Test

687225,

Extension Reference 687239

UserId 687167

User Name Alida Erasmus

User Email alidae@be.co.za

Name 53 - Owner Name Test

Completed Application Task

Location Owner Application Checklist Architectural Practitioner

Municipal Area * Beaufort Wes Municipality

Land Type * Erf

Erf Number 53

Unit Number

Property Type * Residential

Area of Erf / Farm (m2) * 1000.00

Town * Beaufort Wes

Suburb / Estate * Bergsig







Street / Access Road Name * Stander Street







Submit Save Close

NEW BUILDING PLAN APPLICATION OWNER

★ Complete 'Owner' details

New Building Plan Application

687239,      

687225,      

Extension Reference	687239
UserId	687167
User Name	Alida Erasmus
User Email	alidae@be.co.za
Name	- Owner Name Test
Completed Application Task	No
Location	Owner Application Checklist Architectural Practitioner
Owner Name *	Owner Name Test
Owner Postal Address *	Owner Postal Address Test
Owner Discrepancies	Owner Discrepancies Test



This page can not be submitted. Move to the highlighted field(s) and hover with your mouse over the red asterisk next to the field to determine what the problem is.

Submit Save Close

NEW BUILDING PLAN APPLICATION APPLICATION

★ Complete 'Application' information

New Building Plan Application

687239, 
687225, 

Extension Reference 687239
UserId 687167
User Name Alida Erasmus
User Email alidae@be.co.za
Name 53 - Owner Name Test
Completed Application Task No

Location | Own | **Application** | Checklist | Architectural Practitioner

Main Type of Building - PLEASE SELECT THE TYPE FROM THE ACTION BUTTON *
ADDITIONS TO OLD AGE HOME/FLATS/TOWN HOUSES/HOTEL/MOTEL/CHALET

Description of Building Works *
ADDITIONS TO TOWN HOUSE

Additions *
 Alterations *
 Additions and Alterations *
 New Structure *
 Boundary wall *
 Swimming Pool *
 Gas Installations *

Area of Proposed Building Works (m2) * 20.00
Boundary per Running Meter
Swimming Pool m2
Estimated Building Cost (SA Stats) 100000.00

Housing Project *
Private

Housing Project Detail

Submit Save Close

Click on Action button '...' to choose applicable Main Type of Building (see pop up on next screen)



NEW BUILDING PLAN APPLICATION APPLICATION







REFERENCE NUMBER	MAIN TYPE OF BUILDING WORK NAME	MAIN TYPE OF BUILDING WORK ABBREVIATION
278219	ADDITIONS TO STABLE/BARN/HANGER	ATF
278256	NEW STABLE/BARN/HANGER	BST
278257	ABBATOIR ON FARM	BUT
278258	SILOS	SIL
278259	WINERY	WIN
278263	NEW SHOP/BANK/OFFICE/RESTAURANT/SERVICE STATION/CASINO	BDO
278264	ADDITIONS TO SHOP/BANK/OFFICE/RESTAURANT/SERVICE STATION/CASINO	ACG
278265	NEW OFFICE/BANK	BCM
278266	ADDITIONS TO CLUBS/CHURCHES/CRECHE/PRIVATE	ACP
278267	SCHOOLS/DAYCARE CENTRES/PRIVATE HOSPITAL/SPORTS AN	ARG
278270	NEW PRIVATE SCHOOL/CRECHE/DAYCARE CENTRE/PRIVATE H	BCR
278272	NEW HALL/CHURCH/CLUB/SPORTS AND RECREATION	BHC
278273	ADDITIONS TO OLD AGE HOME/FLATS/TOWN HOUSES/HOTEL/MOTEL/CHALET	ATH
278274	ADDITIONS TO DWELLING	ADG
278275	ADDITIONS TO DWELLING - WITH NO SQ	ADL
278276	NEW OLD AGE HOME/HOTEL/MOTEL/CHALET	BBC
278277	NEW DWELLING	BDE
278278	NEW FLAT	BFL
278280	NEW OTHER - RESIDENTIAL	BOT
278281	NEW TOWNHOUSE	BTH







Page 1 of 2 (36 items) < [1] 2 >

NEW BUILDING PLAN APPLICATION CHECKLIST

★ Complete 'Checklist'

New Building Plan Application

687239,      

687225,      

Extension Reference	687239
User Id	687167
User Name	Alida Erasmus
User Email	alidae@be.co.za
Name	53 - Owner Name Test

Completed Application Task

Location Owner Application **Checklist** Architectural Practitioner

Applicable Checklist Template

Will any construction take place over private combined services (Development / Estates) *	Is a Competent Person, other than an Architect, appointed for rational design or assessment *
No ▾	No ▾
Are there any Listed Activities in terms of NEMA (National Environmental Management Authority) *	Are there any Title Deed parameter encroachments requiring neighbour's consent *
No ▾	No ▾
Was any land use planning approvals granted within the last 10 years *	Is this property part of a home owners association *
No ▾	No ▾
Can you confirm if the building is older than 60 years *	Are there any land use parameter encroachments requiring neighbours consent *
No ▾	No ▾
Is the application related to an Amnesty Project (Verify with the applicable Municipal Area if uncertain) *	Would you like to upload additional documentation? *
No ▾	No ▾

Submit Save Close

NEW BUILDING PLAN APPLICATION ARCHITECTURAL PRACTITIONER

New Building Plan Application

687239,

687225,

Extension Reference 687239

UserId 687167

User Name Alida Erasmus

User Email alidae@be.co.za

Name 53 - Owner Name Test

Completed Application Task No

Location Owner Application Checklis **Architectural Practitioner**

Registration Number 687225

Architectural or Engineering Practice alidae@be.co.za

Language Preference * English

Practitioner Name * Alida Test Company

SACAP / ECSA Practitioner Registration Number * 0

Contact Person Name * Alida Erasmus

Contact Email * alidae@be.co.za

Contact Mobile Number * 0745895500

Contact Land Line Number * n/a

Submit

Save

Close

★ Complete 'Architectural Practitioner' information


BUILDING PLAN APPLICATION: SUPPORTING DOCUMENTATION

★ **Your Building Plan Application information will now be captured...next you will have to upload all the outstanding supporting documentation required to submit a Building Plan Application**



'BUILDING PLAN APPLICATIONS' PAGE

★ Click on your Partner Name
(not the Action Button, only your Partner Name so it highlights your name in blue)

 Building Plan Applications

Home Inbox Account Reports

Partner

Action	Registration Number	Practice / User Name	Professional Entity
...	687225	Alida Test Company	Not Applicable

Application Guide

Actions are available based on the stage of your building plan application. You can view these actions by selecting the Action Button on the left of the application.

Please note that the newly added age column only applies to Initial, Check, Submitted, Distributed and Re-Circulated Stages.

'BUILDING PLAN APPLICATIONS' PAGE

- ★ A new webpart will open under 'Building Plan Applications' and your new application you created will be displayed here

Building Plan Applications

Home Inbox Account Reports

Partner

Action	Registration Number	Practice / User Name	Professional Entity
...	687225	Alida Test Company	Not Applicable

Application Guide

Actions are available based on the stage of your building plan application. You can view these actions by selecting the Action Button on the left of the application.

Please note that the newly added age column only applies to Initial, Check, Submitted, Distributed and Re-Circulated Stages.

Building Plan Applications

Drag a column header here to group by that column

Action	Object Ref	Owner	Street Name	Erf / Farm	Stage	Registration Number	Plan Number	Age
...	687239	Owner Name Test	Stander Street	53	Initial	0		0

USER TIP

- ★ Create a folder on your computer for the specific application and save all supporting documentation in this folder.
- ★ ALL DOCUMENTS TO BE UPLOADED IN PDF



UPLOADING OUTSTANDING DOCUMENTATION








★ Each outstanding document has an 'Action' button

★ Click on the 'Action' button next to the Outstanding Document and click on 'Add Document' to upload the document to your Application

Outstanding Documents Guide

All Outstanding Documents must be uploaded in order to proceed to the next stage in the application. If a correction is needed, the uploaded document can be allocated and deleted under the Supporting Documents Web Part after which a new Outstanding Document will become available for upload again.

Outstanding Supporting Documents

Action	Object Ref	Checklist Item Code	Checklist Item Name	Checklist Item Description	Sequence
...	Action		Title Deed	Title Deed	60
...	 Detail		Municipal Application Form	Municipal Application Form	100
...	 Relationships		SACAP	SACAP	2
...	 Notes		SANS 10400 Form 1	SANS 10400 Form 1	110
...	 Workflow history		SANS 10400 Form 2	SANS 10400 Form 2	4
...	 Audit Trail		Power of Attorney	Power of Attorney and/or Legal Entity Resolution signed by owner/s if an agent is appointed	50
...	 Folders		Building Plan	Building Plan	70
...	 Add Document		Abstract from relevant General Plan and Servitude Diagrams	Abstract from relevant General Plan and Servitude Diagrams	40

UPLOADING SUPPORTING DOCUMENTATION

★ Choose Document Date

★ Click on 'Browse' and choose applicable document from your folder on your PC (look at 'Checklist Item Name' to make sure you upload the correct document)

★ Note: Multiple documents can be added...click on 'Add File' and then on 'Browse' again

★ Submit document once it has been added

**REMEMBER: DOCUMENTS MUST BE
UPLOADED IN PDF**



New Supporting Document

687334,

687313,

Application Number	687239
Checklist Item Code	1
Checklist Item Name	Title Deed
Document Date *	2019-05-03
Uploaded By	687167
Status	Uploaded
File	C:\Users\Alida Erasmus\Desktop\Te

SUPPORTING DOCUMENTS

★ The uploaded documents will be displayed on the right hand side under 'Supporting Documents' and you have the option to delete a document by clicking on the 'Action' button next to the document.

Outstanding Documents Guide

All Outstanding Documents must be uploaded in order to proceed to the next stage in the application. If a correction is needed, the uploaded document can be allocated and deleted under the Supporting Documents Web Part after which a new Outstanding Document will become available for upload again.

Outstanding Supporting Documents

Action	Object Ref	Checklist Item Code	Checklist Item Name	Checklist Item Description	Sequence
...	687319	9	Abstract from relevant General Plan and Servitude Diagrams	Abstract from relevant General Plan and Servitude Diagrams	40

Archived Application Guide

The archive action is available against all applications in 'Final Outcome' stage from the Building Plan Application Web Part. Its purpose is to separate approved applications from those still in progress.

Archived Applications

Action	Owner	Street Name	Erf / Farm	Stage	Registration Number	Plan Number

Supporting Documents

Action	Docs	Name	File Name	Size	Status
...	📁	Title Deed	TEST PDF - ALIDA.pdf	29.67	Uploaded
...	📁	Municipal Application Form	TEST PDF - ALIDA.pdf	29.67	Uploaded
...	📁	SACAP	TEST PDF - ALIDA.pdf	29.67	Uploaded
...	📁	SANS 10400 Form 1	TEST PDF - ALIDA.pdf	29.67	Uploaded
...	📁	SANS 10400 Form 2	TEST PDF - ALIDA.pdf	29.67	Uploaded
...	📁	Power of Attorney	TEST PDF - ALIDA.pdf	29.67	Uploaded
...	📁	Building Plan	TEST PDF - ALIDA.pdf	29.67	Uploaded

REQUEST PRE-SUBMISSION CHECK

- ★ Next you request the 'Pre-Submission Check'
 - ★ When you submit the 'Pre-Submission Check', the Municipality will be able to review and check that all documents and information uploaded are correct
 - ★ If you would like to add additional documentation not listed, you will be able to do so when clicking on the action button: 'Add additional supporting documentation'
- See next page...



OPTION: ADD ADDITIONAL SUPPORTING DOCUMENTATION

★ Click on the 'Action' button next to your Building Plan Application and click on 'Add Additional Supporting Documentation'

Building Plan Applications

Drag a column header here to group by that column

Action	Object Ref	Owner	Street Name	Erf / Farm	Stage	Registration Number	Plan Number	Age
...								
			Street	53	Initial	0		0

- Open Attachment
- Request Pre-Submission Check
- Edit Application
- Delete BC Application
- Add Additional Supporting Document
- Replicate Application

Outstar
All Outstar
allocated

Outstar

Proceed to the next stage in the application. If a correction is needed, the uploaded document can be
Web Part after which a new Outstanding Document will become available for upload again.

Action	Item Name	Checklist Item Name	Checklist Item Description	Sequence
--------	-----------	---------------------	----------------------------	----------

REQUEST PRE-SUBMISSION CHECK

★ Click on the 'Action' button next to your Building Plan Application and click on 'Pre-Submission Check'

Building Plan Applications

Drag a column header here to group by that column

Action	Object Ref	Owner	Street Name	Erf / Farm	Stage	Registration Number	Plan Number	Age
...								
			Street	53	Initial	0		0

Outstar
All Outstar
allocated

Outstar

Proceed to the next stage in the application. If a correction is needed, the uploaded document can be
Web Part after which a new Outstanding Document will become available for upload again.







Action	Checklist Item Name	Checklist Item Description	Sequence
--------	---------------------	----------------------------	----------

- Open Attachment
- Request Pre-Submission Check**
- Edit Application
- Delete BC Application
- Add Additional Supporting Document
- Replicate Application

REQUEST PRE-SUBMISSION CHECK

★ Click on 'Submit' once all your Supporting Documentation is uploaded.

Request Pre-Submission Check

687239, 53 - Owner Name Test      

Request Check Date	2019-05-03
Reference	687239
Owner Name	Owner Name Test
Land Type	Erf
Town	GEORGE
Suburb	Bergsig
Street Name	Stander Street
Stage	Check

STAGE CHANGE TO CHECK

★ Once you submitted your 'Pre-Submission Check', the stage on your Building Application will change from 'Initial' to 'Check'. This means that the application must now be checked.

Before Pre-Submission Check was requested:

Building Plan Applications

Drag a column header here to group by that column

Action	Object Ref	Owner	Street Name	Erf / Farm	Stage	Registration Number	Plan Number	Age
...	687239	Owner Name Test	Stander Street	53	Initial	0		0

After Pre-Submission Check was requested:

Building Plan Applications

Drag a column header here to group by that column

Action	Object Ref	Owner	Street Name	Erf / Farm	Stage	Registration Number	Plan Number	Age
...	687239	Owner Name Test	Stander Street	53	Check	0		0

STAGE CHANGE TO FINAL OUTCOME

- ★ Once the Municipality approved the plan, the Stage will change to 'Final Outcome'

Building Plan Applications

Drag a column header here to group by that column

Action	Object Ref	Owner	Street Name	Erf / Farm	Stage	Registration Number	Plan Number	Age
...	687253	Owner Name Alida Test	Street/Access Road Test	0123	Final Outcome	0	687253	0
...	683684	Melanie Bitou Test	Jakaranda Str	12312	Initial	REG123		8
...	682729	Melanie Witzenberg	Road	12312	Initial	REG234		10

THANK YOU



ANNEXURE C4.7: CONSTRUCTION PROJECT INAUGURAL MEETING AGENDA STANDARD



CONTRACT NUMBER: INSERT CONTRACT NUMBER
INSERT CONTRACT TITLE

PROPOSED INAUGURAL MEETING AGENDA
HELD AT GEORGE MUNICIPALITY: DIRECTORATE CIVIL
ENGINEERING SERVICES; GEORGE, FIRST FLOOR COMMITTEE
ROOM ON INSERT DATE AT INSERT TIME

- 1** **OPENING AND WELCOMING**
- 2** **PURPOSE OF MEETING**
- 3** **ATTENDANCE**
- 3.1 Attendance/Present
- 3.2 Apologies
- 4** **INTRODUCTION OF PERSONNEL - REPRESENTATION AND AUTHORITY**
- 4.1 Employer
- 4.2 Employers Agent
- 4.3 Contractor
- 4.4 Health and Safety Agent
- 4.5 Environmental Control Officer
- 4.6 Social Facilitator
- 4.7 Other
- 5** **MINUTES OF MEETINGS**
- 5.1 Record of Proceedings
- 5.2 Distribution of Minutes
- 6** **CONTRACTUAL MATTERS**
- 6.1 Contract Amount
- 6.2 Contractual Dates
- 6.3 Contractual Timeframes
- 6.4 Contractual Documentation

- 6.4.1 Performance Guarantee
- 6.4.2 Insurances
- 6.4.3 Health and Safety Plan
- 6.4.4 Construction work permit (if applicable)
- 6.4.5 Letter of Good Standing with Compensation Commission/Fund
- 6.4.6 Construction Programme
 - 6.4.6.1 Submission and Approval
 - 6.4.6.2 Revision Procedure
 - 6.4.6.3 Format and Layout
- 6.4.7 Appointment Letter
- 6.4.8 Form of Offer and Acceptance
- 6.4.9 Contract Document
- 6.4.10 Contractual Notices and Claims
- 6.4.11 Construction Drawings
- 6.4.12 Environmental Authorisation (if applicable)
- 7. SITE ADMINISTRATIVE MATTERS**
 - 7.1 Working Hours
 - 7.2 Contract Price Adjustment (Escalation)
- 8. COMMUNICATION**
 - 8.1 Site Communication
 - 8.2 Site Instructions
 - 8.3 Progress Meetings
 - 8.4 Technical Meetings
 - 8.5 Electronic Mail Correspondence
- 9. CONTRACTORS ESTABLISHMENT**
 - 9.1 Site Establishment
 - 9.1.1 Location
 - 9.1.2 Layout
 - 9.2 Contract Name Boards
 - 9.3 Survey, Setting out, Beacons and Benchmarks
 - 9.4 Facilities for the Employers Agent Representative
 - 9.5 Site Access and Haul Roads
 - 9.6 Existing Services
 - 9.7 Disposal Site
 - 9.8 Spoil/Stockpile Site

10	ACCOMMODATION OF TRAFFIC
11	HEALTH AND SAFETY
11.1	Site Safety
11.2	Site Security
12	ENVIRONMENTAL MANAGEMENT
12.1	Environmental Authorisation
12.2	Site Environmental Management
12.3	Method Statements
13	COMMUNITY LIAISON
13.1	Social Facilitator
13.2	Community Liaison Officer (CLO)
13.3	Project Steering/Liaison Committee (PSC/PLC)
13.4	Interested and Affected Parties, Landowners and other Stakeholders
13.5	EPWP
14	PROGRAMME AND PROGRESS
14.1	Progress Report
14.2	Method Statements
15	SUBCONTRACTORS
15.1	Approval and Appointment
15.2	Details of Subcontractors
15.3	Performance of Subcontractors
15.4	Emerging Micro Enterprise Contractors
16.	QUALITY CONTROL AND WORKMANSHIP
16.1	Project Specifications
16.2	Process Control
16.3	Acceptance Control
16.4	Workmanship
16.5	Testing and Approval of Material
16.6	Samples
16.7	Designs
17	INFORMATION REQUIRED
17.1	Information required by the Employer
17.2	Information required by the Employers Agent
17.3	Information required by the Contractor
18	MEASUREMENT AND PAYMENT

18.1	Payment Certificate Procedures
18.2	Variation Orders
18.3	Dayworks
18.4	Cash Flow
19	DISRUPTIONS, DELAYS AND FRUSTRATIONS
19.1	Adverse Climatic Conditions
19.2	Other Delays
20	RISK REGISTER
21	CLAIMS AND DISPUTES
22	GENERAL
23	FUTURE PROGRESS MEETINGS
23.1	Next Meeting
23.2	Future Meetings
24	APPROVAL OF MINUTES
25	CLOSURE

ANNEXURE C4.8: CONSTRUCTION PROJECT INAUGURAL MEETING MINUTES STANDARD



GEORGE MUNICIPALITY

**CONTRACT NUMBER: INSERT CONTRACT NUMBER
INSERT CONTRACT TITLE**

MINUTES OF INAUGURAL MEETING

**MEETING HELD AT GEORGE MUNICIPALITY: DIRECTORATE
CIVIL ENGINEERING SERVICES; GEORGE, FIRST FLOOR
COMMITTEE ROOM ON INSERT DATE AT INSERT TIME**

CONTRACT DETAILS

Employer:

George Municipality

Employer reference

: T/ING/000/0000

Collab reference

:

Consultant Reference

:

Employer's Agent:

Consultant Company Name

Approved contract amount (incl VAT)

: R

Anticipated final contract amount (incl VAT)

: R

Contractor:

Contractor Company Name

Commencement date

:

Original due completion date

:

Health and Safety Agent:

H&S Consultant Company Name

Time for completion

: xx calendar days

Extension of time granted

: xx calendar days

Environmental Control Officer:

ECO Consultant Company Name

Revised due completion date

:

Social Facilitator:

SF Consultant Company Name

Anticipated due completion date

:

1	OPENING AND WELCOMING		
	The Chairperson, Mr/Mrs insert name welcomed all parties to the inaugural meeting of contract T/ING/000/0000 insert contract title . All role players were introduced.		
2	PURPOSE OF MEETING		
	Purpose of the meeting is to introduce the various parties and to establish their authority, lines of communication and procedures to be followed so that the contract can run smoothly.		
3	ATTENDANCE		
	The attendance register is attached as Annexure A .		
3.1	Present		
	Name	Surname	Organisation
3.2	Apologies		
	Name	Surname	Organisation
4	INTRODUCTION OF PERSONNEL - REPRESENTATION AND AUTHORITY		
4.1	Employer: George Municipality		
	Employers Representative : Employers EPWP representative : Mr/Ms insert name , will represent the George Municipality and will be responsible for all contract liaison and administration. Mr/Ms insert name , is the EPWP representative of the Employer and will assist with local labour employment lists.		
4.2	Employers Agent: Insert company name		
4.2.1	Project Director Employers Agent (Project Engineer/Manager) : Employers Agent Representative : The above persons will act as Employer's Agent and Employers Agent Representative respectively in terms of the Contract on behalf of insert company name .		
4.2.2	It is confirmed that Mr/Mrs insert name of EAR have full authority to act on behalf of the Employers Agent		
4.2.3	The Chairperson informed the meeting of the following powers delegated to the Engineer's Agent Representative in terms of the General Conditions of Contract until		

	<p>further written notice:</p> <ul style="list-style-type: none"> i. Those authorities as stipulated in Clause 3.3.2 and 3.3.4 of the General Conditions of Contract 2015, and those provisions assigned to the EAR as amended/included in the Contract Data. ii. The Employer's Agent Representative has the authority to issue further drawings and site instructions which will be regarded as having been confirmed by the Employer's Agent, unless they were/had been amended or withdrawn on or before the next site meeting. iii. Furthermore, the Employer's Agent Representative has the authority to sign records for extra work or dayworks. In the case of uncertainty as to whether certain work will qualify for payment as extra work or dayworks, their signature will be for record purposes only. Any extra work or dayworks must be signed off by the Employer's Agent within 24 hours iv. The Employer's Agent Representative is also authorised to take steps which could involve an instruction to suspend activities which could, in their opinion, endanger the safety of the general public or workers. However, such actions in no way implies the acceptance of risk or exempts the Contractor from discharging their obligations with regard to safety. 	
4.3	Contractor: Insert company name	
4.3.1	<p>Contracts Manager : Insert person name and surname</p> <p>Construction Manager : Insert person name and surname</p> <p>All key personnel as per the tender offer have changed. The Contractor is required to submit the Curriculum Vitae of the proposed key personnel for approval by the Employers Agent and Employer. The personnel must comply with the tender conditions as stipulated in the contract document. <u>Or</u></p> <p>The Contractor has proposed Mr insert name as the Construction Manager for approval by the Employers Agent.</p>	
4.3.2	It is confirmed that Mr/Mrs insert name has full authority to act on behalf of the Contractor on this contract.	
4.4	Health and Safety Agent: Insert company name	
	<p>Health and Safety Agent : Insert person name and surname</p> <p>The Employer's appointed an agent to act as his/her representative relating to the responsibilities imposed on the Employer by the Occupational Health and Safety Act of 1993 and the Construction Regulations, 2014.</p>	
4.5	Environmental Control Officer (ECO): Insert company name	
	<p>ECO : Insert person name and surname</p> <p>The Employer's appointed agent or person to manage environmental compliance in terms of the EMP and Environmental Authorisation.</p>	
4.6	Social Facilitator: Insert company name	
	<p>Social Facilitator : Insert person name and surname</p> <p>The Social Facilitator will deal with social matters and co-ordinator between the Employer and Contractor relating to the community and emerging micro enterprises.</p>	
4.7	Other	

	xxx	
5	MINUTES OF MEETINGS	
5.1	Record of Proceedings	
5.1.1	Minutes of progress meeting will be recorded by the Employers Agent or his representative and will be regarded as a true record of proceedings unless and objection is lodged before the next meeting. The minutes will be accepted during the proceedings and signed by the Employer, Employers Agent and Contractor at the following progress meeting, and will form part of the contract records.	
5.1.2	The following should be noted regarding meetings: i. Every item in the minutes will be given a unique number (first digit of the item number), and this item will remain at the original item number assigned to it in the minutes until the matter is resolved. ii. The minutes of the previous meeting will serve as the agenda for the next meeting. It is therefore requested that the chairperson must be informed in writing a reasonable time before the meeting of any major or contentious item(s), which is not covered by the standard items, which must be discussed at the meeting. iii. Persons would be considered as having taken note of the items that concerned them, and late receipt or non-receipt of the minutes will not be accepted as a reason for not having taken the necessary action in good time.	
5.2	Distribution of Minutes	
5.2.1	The Employer's Agent will distribute the minutes to all attending parties and, with the concurrence of the Employer, to other interested parties.	
6	CONTRACTUAL MATTERS	
6.1	Contract Amount (incl. contingencies and VAT)	:
6.2	Contractual Dates	
	Commencement date	:
	Instruction to commence with works	:
	Access to and possession of site (see 6.3.4 below)	:
	Due completion date	:
	Time for completion	: xx calendar days
6.3	Contractual Timeframes	
6.3.1	The Contractor shall submit the following documentation for approval by the Employers Agent within 14 days of the Commencement date: i. Performance guarantee ii. Insurances iii. Health and Safety Plan iv. Initial Construction Programme v. Letter of Good Standing with the Compensation Fund/Commission	
6.3.2	The Contractor shall cooperate and amend the documentation to obtain the Employers Agent approval within 28 days of the commencement date.	
6.3.3	Access to and possession of site shall not be exclusive to the Contractor. The Contractor shall upon receiving confirmation from the Employers Agent that the Employer is in the possession of the construction work permit be granted access to establish the site camp.	
6.3.4	Upon 100% completion of the site camp as per the Employers Agent satisfaction in terms of the contract, access to and possession to the remainder of the site will be	

	granted.	
6.4	Contractual Documentation	
	The following documentation is required in terms of Clause 5.3.1 of the Contract Data:	
6.4.1	Performance Guarantee	
	The Contractor has/has not provided their performance guarantee in accordance with the Contract requirements. Or The guarantee has been submitted to the Employer for approval and safekeeping.	
6.4.2	Insurances	
	The Contractor has provided a copy of their insurance policy confirming that contractors all risk, contractors' liability insurance, plant all risk insurance and motor vehicle liability insurance is in place in accordance with the Contract Documents. The insurance policy expires 31 December 2022.	
6.4.3	Health and Safety Plan	
6.4.3.1	The Contractors Health and Safety plan was submitted to the H&S agent for review and approval on insert date. Or The Contractor to submit a Health and Safety plan to the Health and Safety Agent for approval within 14 days of the commencement date.	
6.4.4	Construction Work Permit (if applicable)	
6.4.4.1	It is a requirement in terms of the 2014 Construction Regulations to apply for a construction work permit from the Department of Labour. The Contractor may not commence with construction work on site until the Employer is in possession of the permit and number.	
6.4.4.2	The following documentation must be submitted with the completed application form: <ul style="list-style-type: none"> i. Contractors approved health and safety plan ii. Baseline risk assessment iii. Site specific health and safety specification iv. Proof of appointment of competent Construction health and safety officer plus proof of SACPCMP registration v. Proof of receipt of site-specific health and safety specification by the Employers Agent vi. Approval of designs in accordance with the site-specific health and safety specification vii. Employers Agent (Engineer's) appointment outlining duties in terms of regulation 6(1) of the 2014 Construction Regulations viii. Evidence that the site-specific health and safety specification was included in the tender document ix. Evidence that the Contractor made adequate provision for the cost of health and safety x. Valid letters of good standing with the compensation fund/commission for the appointed Contractor Appointment letter of Contractor	
6.4.5	Letter of Good Standing with Compensation Commission/Fund	
6.4.5.1	The Contractor has submitted proof of registration and letter good standing with the compensation fund/compensation insurer. The letter of good standing expires on insert date.	
6.4.6	Construction Programme	
6.4.6.1	Submission and Approval	
	i. The programme must be presented timeously as provided for in the Contract. The	

	<p>programme must indicate the time when, and the location where, the Contractor intends to work and also the rate of progress (therefore not only a bar chart) and must relate to a realistic cash flow projection.</p> <p>ii. The Employer's Agent approval of the programme and order of work (with or without amendments made by the EA) will not relieve the Contractor of any of their duties or responsibilities, neither will it be considered a basis for future claims. The approved programme will be distributed to all role-players.</p> <p>iii. The Provisional programme from the Contractor must be finalised once start dates have been confirmed. This must be submitted and approved before the Commencement of Work Notice can be issued.</p>	
6.4.6.2	Revision Procedure	
	The Contractor is to indicate a revision number and date on all revisions of the programme. All programmes must be formally approved in writing by the Employers Agent.	
6.4.6.3	Format and Layout	
	The Contractor is to ensure that the programme complied with the specified requirements. The Contractor is to provide the programme in PDF and a format compatible with Microsoft projects.	
6.4.7	Appointment letter	
	The Employer issued the appointment letter to the Contractor on 01 January 2022 .	
6.4.8	Form of Offer and Acceptance	
	The Acceptance part of the Form of Offer and Acceptance was signed by the Employer on 01 January 2022 .	
6.4.9	Contract Document	
6.4.9.1	Copies of the contract document was provided to the Employer, Employers Agent and Contractor.	
6.4.9.2	The Employers Agent issued the Contractor with one copy of the contract document on 01 January 2022 .	
6.4.10	Contractual Notices and Claims	
6.4.10.1	All contractual matters where notices and/or claims are required must be in writing in accordance with the contract data.	
6.4.10.2	The minutes of meetings, verbal communication and/or the approved construction programme will not be interpreted as notice given or received.	
6.4.11	Construction Drawings	
6.4.11.1	Three sets of signed hard copy construction drawings and one set of PDF drawings were issued to the Contractor on 01 January 2022 .	
6.4.11.2	Drawings or revisions of drawings issued to the Contractor will be recorded. The Employer's Agent Representative will keep an updated register of drawings issued to date, attached to the minutes as Annexure D to the progress meeting minutes.	
6.4.11.3	The Contractor and Employer's Agent Representative are to keep as-built data up to date on a separate set of drawings.	
6.4.11.4	Drawing issue slips: one copy must be signed and returned to the Employers Agent immediately on receipt of drawings.	
6.4.12	Environmental Authorisation	
6.4.12.1	The ECO has formally notified the Department of Environmental Affairs in writing of the commencement of construction.	
7	SITE ADMINISTRATIVE MATTERS	

7.1	Working Hours	
7.1.1	The normal working hours will be from 7am to 5pm (Monday to Friday). Non-working days are Saturdays and Sundays.	
7.1.2	Special non-working days area: i. All gazetted public holidays falling outside the year end break ii. The year-end-break commencing and ending on the dates as specified in the contract data	
7.1.3	Should the Contractor wish to undertake work outside normal working hours shall request permission from the Employers Agent in writing. The activities shall be restricted to activities which do not require inspection by the Employer Agent Representative and is subject to written approval by the Employers Agent.	
7.2	Contract Price Adjustment (Escalation)	
	The Contract is subject to contract price adjustment as per Clause 6.8.2 of the Contract Data. The base month is the month prior to tender closing, i.e., January 2022 .	
8	COMMUNICATION	
8.1	Site Communication	
8.1.1	A site book in triplicate for site instructions must be provided by the Contractor in which all contractual matters must be recorded and signed by the Employers Agent/Employers Agent Representative and the Construction Manager. Once copy of each site instruction issued must remain in the site instruction book and a copy each to the Employers Agent Representative and Contractor.	
8.1.2	Site Instructions created electronically and issued in hard copy format by the Employers Agent Representative will also be accepted. A copy of the site instruction issued must be included in the site instruction book and a copy each to the Employers Agent Representative and Contractor.	
8.1.3	The Contractor must keep a daily diary to record all events, milestones, rainfall and other relevant weather conditions, delivery of materials, delays, visits of people to site, plant and labour etc. The dairy must be signed off by the EAR on a regular basis.	
8.2	Site Instructions	
8.2.1	All instructions sent to the Contractor and signed by the Employer Agent/Employers Agent Representative will be instructions and directions from the Employers Agent.	
8.2.2	All site instructions will be captured in Annexure C to the progress meeting minutes.	
8.3	Progress Meetings	
8.3.1	Site meetings will be held on the first Tuesday of every month at 10:00am at the site offices . The dates for all future site meetings are listed under future site meetings under item 23.2 .	
8.3.2	The following general procedures and rules will apply to the progress meetings: i. The level of representation at the meetings should be such as to permit decisions to be taken, although certain decisions could still be referred to a higher level for final resolution. ii. All contractual matters and any notices required to be given under the Contract will continue to be confirmed separately in writing but should also be brought to the attention of the meeting. iii. All points of conflict should be discussed at these meetings, especially items which may cause delays or result in extension of time claims, so that any misunderstanding can be identified and rectified at the earliest opportunity.	
8.4	Technical Meetings	
8.4.1	Technical meetings will be held as and when necessary.	

8.4.2	The following general procedures and rules will apply to technical meetings. i. Only technical matters will be raised and discussed. ii. Contractual and/or progress matters will not be dealt with. iii. Formal meeting minutes will not be prepared or circulated, however brief meeting notes by the Employer Agent Representative will be circulated to all attendees.		
8.5	Electronic Mail Correspondence		
	It was noted that electronic mails would be an accepted form of communication.		
9	CONTRACTORS ESTABLISHMENT		
9.1	Site Establishment		
9.1.1	Location		
	The Contractor was given two possible positions for the site camp location. The contractor is to confirm his site camp position.		
9.1.2	Layout		
	The Contractor is to submit a small-scale layout plan of his proposed site camp to the Employers Agent. The layout plan must be submitted for approval prior to the contractor establishing.		
9.2	Contract Nameboards		
9.2.1	The Contractor shall provide one name board and shall be erected state where .		
9.2.2	The Employers Agent has provided the Contractor with the name board drawing. The Contractor must provide the Employers Agent with the sign writers proof for approval prior to printing.		
9.2.3	The construction work permit number shall be displayed on the name board (if applicable).		
9.3	Survey, Setting out, Beacons and Benchmarks		
9.3.1	The Contractor intends using the following service providers:		
	Company Name	Type of work	
	Insert company name	Surveying	
	Insert company name	Materials testing	
9.3.2	The Employer's Agent will keep the Contractor updated on any changes to levels of benchmarks.		
9.3.3	The benchmarks are indicated on the drawings.		
9.4	Facilities for the Employers Agent Representative		
	The Contractor has/has not provided the Employers Agent Representative with the facilities required for the EAR's site offices as per the specification.		
9.5	Site Access and Haul Roads		
9.5.1	Access to site shall be via the existing roads . The Contractor is to control entry to the site and shall report unauthorised entry to the Employers Agent Representative.		
9.5.2	The Contractor must plan and manage their site access roads and haul roads in a safe and responsible way.		
9.5.3	Permissions required from any authority and/or landowner for any access to the site must be obtained by the Contractor		
9.6	Existing Services		
9.6.1	Existing services are known to exist on the site. The known services are electrical cables, data cables and municipal services .		

9.6.2	The approximate position for known services is shown on the drawings according to the best information available. It is also likely that other services that are not shown on the drawings exist. Neither the Employer nor the Employers Agent gives any warranty for the accuracy or completeness of the information provided.	
9.6.3	Before construction commences all known existing services are to be exposed and the position and level is to be verified by the Contractor and communicated to the Employers Agent.	
9.7	Disposal Site	
9.7.1		
9.8	Spoil/Stockpile Site	
9.8.1		
10	ACCOMMODATION OF TRAFFIC	
10.1	The Contractor must ensure that all deviations and road signs be maintained in good repair at all times and to adhere to the relevant standards when deviating from the normal traffic flow for the purposes of construction.	
11	HEALTH AND SAFETY	
11.1	Site Safety	
11.1.1	The appointed Health and Safety Agent will conduct monthly health and safety audits and weekly compliance visits. The audit and compliance visit reports must be circulated to all parties (Employer, Employers Agent, Employer Agent Representative and Contractor) within 3 working days after conducting the audit. The monthly audits will be tabled and discussed at the progress meetings. The Contractor must action all non-compliances/non-conformances listed in the audit prior to the monthly progress meeting, to allow remedial action and discussions to take place during the meeting.	
11.1.2	The warnings, findings and non-conformances shall be recorded in the meeting minutes. The subsequent meeting shall first address the close out of the recorded warnings, findings and non-conformances prior to discussing the new audit.	
11.1.3	The Contractor to ensure that medicals are performed on all persons employed prior to them entering the site. All personnel to receive a medical and be issued with a medical certificate of fitness as per annexure 3 of the 2014 Construction Regulations.	
11.1.4	All accidents and incidents are to be dealt with accordingly, the necessary paperwork and reports filed and reported to the Health and Safety Agent. All accidents and incidents must also be recorded in the monthly progress meetings. The Contractors Health and Safety officer will keep an updated accident and incident file to include all accident records and photographs where possible. All incidents to be reported on a FEM Form with a copy to the Employer. All accidents and incidents must be reported immediately to the Employer and Employers Health and Safety Agent.	
11.1.5	The approved Health and Safety file shall always remain on site and be updated as and when necessary.	
11.1.6	A Site Visitor's Register shall be held on site and is to be filled in by everyone visiting the site.	
11.1.7	The Contractor must conduct regular toolbox talks and safety meetings with the construction staff. Records of such meetings must be kept in the health and safety file.	
11.1.8	The Contractor is reminded that the safety of staff and the public take precedence over production. The Contractor is instructed that all their actions are to be in accordance with the provisions of the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014 at all times and that non-compliance to the Act and Regulations will be adequate reason for suspending operations on Site, at the full cost to the Contractor.	

11.1.9	The site is declared a full PPE site. This means that all site staff, professional teams (Employer, Employers Agent, Employers Agent Representative) and any other visitors will wear high visibility vests, safety boots and hard hats, where appropriate, at all times when on site.	
11.1.10	The Contractor must erect a board outside the site offices and at the entrance to the site that prominently displays all safety requirements of the site, such as PPE, safety officer details, first aider details, construction work permit number, emergency after hours contact details, local telephone number for police, ambulance, fire brigade etc.,	
11.1.11	The Contractor must submit an electronic scanned version of the complete and approved health and safety file to the Employers Agent.	
11.1.12	The Contractor must prepare and submit for approval a Risk Register to Employers Agent, Employer and H&S Agent prior to the commencement of any works on site. The Risk Register is to be updated monthly and included in the contractors progress report.	
11.1.13	The Contractor must furnish particulars of their HIV and AIDS awareness campaign they intend to introduce on site as part of the local employment strategy (if applicable).	
11.2	Site Security	
11.2.1	Any occurrences or problems regarding security on site will be recorded at each Meeting. All site security occurrences or problems are to be immediately reported to the Employers Agent Representative.	
11.2.2	The Contractor is reminded that site security of all plant and labour is his responsibility and must ensure that the security presence during the contract period is sufficient.	
12	ENVIRONMENTAL MANAGEMENT	
12.1	Environmental Authorisation	
12.1.1	An environmental Authorisation , with reference number insert number for the construction works has been issued by the Department of Environmental Affairs on insert date .	
12.1.2	The following conditions of the Environmental Authorisation is of importance: i. xxx	
12.1.3	The Environmental Management Plan has been developed and must be adhered to.	
12.1.4	The ECO will communicate with DEA on all matters, including permit applications, where necessary.	
12.2	Site Environmental Management	
12.2.1	An Environmental Control Officer will perform monthly site audits to ensure compliance with the Environmental Authorisation and Management Plan.	
12.2.2	The audit must be circulated to all parties (Employer, Employers Agent, Employer Agent Representative and Contractor) within 5 working days after conducting the audit . The monthly audits will be tabled and discussed at the progress meeting. The Contractor must action all non-compliances/non-conformances listed in the audit prior to the monthly progress meeting, to allow remedial action and discussions to take place during the meeting.	
12.2.3	The ECO will compile the environmental compliance checklist based on the EMP which will facilitate the compliance monitoring performed by the ECO during the construction phase. The ECO will provide the Contractor and Employers Agent Representative with a draft checklist. The final complete checklist will be issued upon completion of the pre-construction audit.	
12.2.4	The warnings, findings and non-conformances shall be recorded in the meeting minutes. The subsequent meeting shall first address the close out of the recorded warnings, findings and non-conformances prior to discussing the new audit.	
12.2.5	The Contractor shall keep a file on site containing the EA, EMP, compliance checklist, monthly audits and any other environmental related information as required by the ECO.	
12.2.6	The Contractor must inform and educate their employees and subcontractors in conducting business in an environmentally responsible manner. This must include taking	

	reasonable measures to prevent pollution or degradation, but if this is inevitable, to minimise and rectify this. The Contractor is to have due regard and adhere to regulations pertaining to all relevant environmental legislation and the site's Environmental Management Plan.	
12.3	Method Statements	
12.3.1	The following method statements must be submitted and approved by the ECO before construction commences:	
	i. xxx	
13	COMMUNITY LIAISON	
13.1	Social Facilitator	
13.1.1	The Employers Social Facilitator is insert company name represented by insert person name.	
13.1.2	The Social Facilitator will be the liaison between the Employer, Contractor and the Community and assist with all community issues.	
13.1.3	The Social Facilitator must engage with the ward councillor to introduce the project.	
13.2	Community Liaison Officer (CLO)	
13.2.1	The CLO will be appointed and paid for by the Contractor.	
13.2.2	The duties and responsibilities of the CLO will be as per the project specifications.	
13.3	Project Steering/Liaison Committee	
13.3.1	The Social Facilitator will in collaboration with the ward councillor engage with the community for the creation of the committee and have an introductory meeting with the committee. The social facilitator must introduce the project to the steering/liasion committee and explain the purpose of the committee.	
13.4	Interested and Affected parties, Landowners and other Stakeholders	
13.4.1	Everything within reason must be done to avoid complaints by the general public and especially by the landowners affected by the project.	
13.4.2	The Contractor or Employers Agent may not liaise directly with the press, councillors or any other person or organisation requesting information about the project. All queries must be referred to the Employer.	
13.5	EPWP	
13.5.1	The George Municipality has a database of local labour available for employment of local labour on the contract. The EPWP representative can assist with this process.	
14	PROGRAMME AND PROGRESS	
14.1	Progress Report	
14.1.1	The Contractor is to provide a monthly progress report for each progress meeting. The progress report shall be submitted to the Employer, Employers Agent and Employers Agent Representative at least 2 working days prior to the progress meeting.	
14.1.2	The Contractor must submit his intended template to the Employers Agent Representative for review and approval.	
14.1.3	The progress report shall consist of the following as a minimum: <ul style="list-style-type: none"> i. Approved programme indicating actual and planned percentage complete including the "time now" line, planned start and end date versus actual start and actual end date, ii. Summary of the progress over the past month iii. Any delays, frustrations and disruptions encountered or anticipated iv. Rainfall and adverse climatic conditions 	

	v. Plant and labour (type and number of plant, personnel and number of personnel) vi. Local labour employment statistics (EPWP) vii. Subcontractor involvement and progress viii. Emerging Micro Enterprises involvement ix. Cash flow (planned versus actual expenditure) x. Risk register	
14.2	Method Statements	
	Method statements required and approved to carry out the works shall be captured below.	
15	SUBCONTRACTORS	
15.1	Approval and Appointment	
15.1.1	In accordance with the General Conditions of Contract, approval must be obtained for every subcontractor employed on the Contract.	
15.1.2	Each subcontractor (termed a contractor in the Construction Regulations, 2014) must be appointed in compliance with the Occupational Health and Safety Act, 1993 and the Construction Regulations, 2014, and is required to submit a health and safety plan for approval by the Health and Safety Officer.	
15.2	Details of Subcontractors	
15.2.1	The Contractor intends using the following subcontractors:	
	Subcontractor Name	Type of Work
15.3	Performance of Subcontractors	
	The performance of each subcontractor active at the time will be recorded during progress meetings. The Contractor is to compile a report to this effect, to form part of the Progress Report as contemplated in Item 14.1.3 .	
15.4	Emerging Micro Enterprise Contractors	
	xx	
16	QUALITY CONTROL AND WORKMANSHIP	
16.1	Project Specifications	
16.1.1	The Contractor is to take note and adhere to the project specifications included in the contract document, Volume xx . The specification will be strictly monitored.	
16.2	Process Control	
16.2.1	The Contractor must submit to the Employer's Agent Representative details of their Quality Assurance Plan they intend to implement on site. The plan must include full particulars of process control to be exercised.	
16.2.2	The Contractor must provide the Employers Agent with their intended independent laboratory for acceptance and control testing.	
16.2.3	Control testing will be in accordance with the relevant SANS/SABS specifications amended by the project specifications.	
16.3	Acceptance Control	
16.3.1	The Employer's Agent instructs that all inspection requests by the Contractor be entered in the site Inspection Request Book prior to the actual date the inspection is required.	
16.3.2	Acceptance testing will be in accordance with the relevant SANS/SABS specifications	

	amended by the project specifications.	
16.4	Workmanship	
	The standard of work will be recorded at each progress meeting and comments by the Employer and Employers Agent on quality and workmanship shall be recorded.	
16.5	Testing and Approval of Material	
16.5.1	The Contractor must provide the Employers Agent with a list of suppliers he intends using on this Contractor.	
16.5.2	The Contractor will be using the following suppliers on the contract:	
	Supplier	Material
	Lafarge	Concrete
16.6	Samples	
16.6.1	The Contractor must provide the Employers Agent with labelled samples and test results from a SANAS accredited laboratory for the following materials prior to the commencement of construction: i. Bedding sand ii. Layerworks	
16.6.2	The Employer's Agent states that the Contractor's proposals (substantiated by samples and any relevant technical data) for materials and mix designs to be used in the permanent Works must be submitted well in advance for testing and approval.	
16.7	Designs	
16.7.1	The concrete mix designs for strength concrete must be prepared by an approved concrete laboratory or supplier and the results of actual test mixes must be submitted to the Engineer for approval together with the 7-day and 28-day strength results.	
16.7.2	No concrete may be cast until the mix designs have been approved by the Employers Agent.	
16.7.3	The Contractors method of concrete batching is confirmed as ready-mix.	
17	INFORMATION REQUIRED	
17.1	Information Required by the Employer:	
17.2	Information Required by the Employers Agent:	
17.3	Information Required by the Contractor:	
18	MEASUREMENT AND PAYMENT	
18.1	Payment Certificate Procedures	
18.1.1	The Employers Agent will provide the master excel copy of the required format of the payment certificate.	
18.1.2	The Contractor together with the measurement file must submit the payment certificate to the Employers Agent Representative.	
18.1.3	All final quantities, including all relevant methods of measurement, will be agreed upon and signed by the Construction Manager and the Employer's Agent Representative.	
18.1.4	The master copy of the payment certificates will be populated by the Contractor and agree to interim quantities with the Employers Agent Representative, after which it will be	

	submitted to the Employer's Agent for processing. All costs involved, including reproduction costs, will be for the account of the Contractor.	
18.1.5	The Contractor is reminded that all quantities submitted for interim payment each month must be signed off by the Contractor and the Employer's Agent Representative.	
18.1.6	The Employers Agent will process the interim payment certificate received from the Contractor within 7 days of receipt thereof and will then inform the Contractor of the certified amount to allow the Contractor to create and issue a Tax invoice.	
18.1.7	One copy of the certificate will be required by the parties involved.	
18.1.8	Details of payments certified and made will be included in a table in the minutes.	
18.1.9	Certified payment certificates must reach the Employer by the 2nd last Friday of the month, to allow payments to be made by the last Friday of the month.	
18.2	Variation Orders	
18.2.1	In the event of any additional work to that scheduled and/or new rates being required to complete the scope of works, this must be ordered by means of a variation order.	
18.2.2	Each variation order shall clearly state the following: i. Nature and extent of the work to be done ii. Where the work must be done iii. Why the work is required iv. When the work must be completed v. How payment will be made	
18.2.3	The following procedure shall apply for the issue of variation orders by the Employers Agent/Employers Agent Representative prior to implementation: i. Report variation orders or additional works to the Employers Agent and Employer within 24 hours or as soon as is reasonably possible ii. Discuss the additional work/variation orders with the Contractor iii. Where possible, submit proposed rates or method of payment taken from those scheduled for agreement with the Contractor. Where not possible, the Contractor must submit new rates for agreement with the Employers Agent iv. Complete the variation order in line with 18.2.2 and approve (Employers Agent) v. Obtain the Contractors and the Employers approval	
18.2.4	The variation order will only come into effect once the Contractor receives the variation orders signed by all parties. Any work performed prior to the receipt of the signed variation order, unless otherwise agreed in writing, will be at the Contractors risk.	
18.2.5	A list of Variation Orders, together with a full summary of Variations issued to date, will form part of the Payment Certificate.	
18.2.6	A summary of the Variation Orders with their cost effect will be included in the Minutes.	
18.3	Dayworks	
18.3.1	Dayworks will only apply when ordered by the Employers Agent or his representative in writing.	
18.3.2	Where work is instructed to be carried out on a dayworks basis: i. The Contractor shall be paid for such work under the provisions set out in the daywork schedule included and at the rates and/or prices stated therein. ii. In the absence of a daywork schedule, and for item no included in the daywork schedule, the provision of Clause 6.5.1.2 of the GCC 2015 shall apply. iii. Dayworks sheets will be completed after each day's work and the list of exact occupation and time of all workmen and foreman employed on such work, a statement showing the description and quantity of all materials and construction equipment used therefor (other than tools the cost of which is covered by the percentage addition in accordance with the daywork schedule in terms of which payment for daywork is made) by the Construction Manager and submitted to the Employers Agent Representative by latest noon the following day.	

	<p>iv. The Employers Agent Representative must check and agree or dispute within 24 hours thereafter and advise the Contractor accordingly regarding the accuracy of the record.</p> <p>v. If correct and agreed upon by the Employers Agent or the Employers Agent Representative, the Employers Agent or Employers Agent representative shall sign the copies of each list and statement and return such copies to the Contractor within one working day of carrying out the work.</p>	
18.3.3	<p>Where work is instructed to be carried out on a dayworks basis in the absence of new agreed rates:</p> <p>i. Where prior agreement cannot be reached regarding payment for new work the Contractor may notify the Employers Agents Representative of his intention to keep records for interim evaluation on a dayworks basis prior to commencement of any work.</p> <p>ii. If the Employers Agent or the Employers Agent Representative agreed that the record is correct, he shall sign to this effect, at least for record purposes, even if he does not consider the work should be valued on a dayworks basis.</p> <p>iii. As soon as rates for new work has been agreed the payment against dayworks rates shall be reduced to zero and work performed in line with the new rates shall be claimed</p>	
18.4	Cashflow	
18.4.1	The Contractor must submit an updated cash flow together with his monthly progress report.	
19	DISRUPTIONS, DELAYS AND FRUSTRATIONS	
19.1	Adverse Climatic Conditions	
19.1.1	The time to achieve practical completion includes allowance, as per the contract data, for days on which it is expected that work on the critical path of the works, would be disrupted or prevented due to adverse climatic conditions such as wind, rain or the subsequent waterlogged conditions.	
19.1.2	<p>Based on average weather conditions the allowances have been made in terms of clause 5.12 of the contract data for adverse weather conditions are:</p> <p>i. 3 working days per month for the months of May to October</p> <p>ii. 2 working days per month for the months of November to April</p>	
19.1.3	If the Contractor is prevented from working on the critical path items due to adverse climatic conditions, he shall inform the Employers Agent in terms of the contract provisions.	
19.1.4	The Contractor shall keep records of daily rainfall and other adverse climatic conditions, or consequential delays affecting progress on site and make these records available to the Employer's Agent Representative on a regular basis and in the monthly progress meetings.	
19.1.5	It is agreed that all cumulative delays owing to abnormal rainfall must be recorded at the monthly progress meetings. Data for this purpose will be obtained from a rain-gauge established at the site office.	
19.2	Other Delays	
19.2.1	If the Contractor is prevented from working on the critical path works items caused by any other delay whether anticipated or not, the Contractor shall submit his formal notice and/or claim submission in accordance with the General Conditions of Contract (GCC 2015) and as amended in the Contract Data.	
19.2.2	The Contractor must raise any event or circumstance which has caused, is causing or has the potential to cause disruption, delays or frustrations under this item, with the objective of resolving the issues before contractual claims or disputes arise.	
20	RISK REGISTER	

20.1	All possible risks that may have an impact on the contract due completion date or a financial implication will be noted in the meeting minutes.					
	No	Brief description	Urgency	Action required	Date noted0	Date resolved
21	CLAIMS AND DISPUTES					
21.1	This item will reflect the contractual status regarding claims, providing the chronology of each claim on an ongoing basis, from notification to final settlement. The minutes will, however, merely reflect a summary of the claims proceedings and will not substitute any formal contractual correspondence.					
22	GENERAL					
	xxx					
23	FUTURE PROGRESS MEETINGS					
23.1	Next Meeting					
	Date: Venue: Time:			01 January 2022 To be confirmed 09h00		
23.2	Future Meetings					
23.2.1	It was agreed that all progress meetings would be held on site , in the 2nd week of the month on Tuesdays at 09h00 .					
23.2.2	Meeting schedule for 2022: 01 April 2022 01 May 2022 01 June 2022 01 July 2022 01 August 2022 01 September 2022 01 October 2022 01 November 2022 01 December 2022					
24	APPROVAL OF MINUTES					
	Minutes will be signed upon conclusion of the meeting. The Employers Agent will scan the signed version of the minutes to the Contractor and Employer for their records within 2 working days of the progress meeting.					
24.1	Employer: George Municipality					
	Confirmed as a true reflection the meeting:					
	Name and Surname	Signature	Date			
24.2	Employers Agent: Insert company name					
	Confirmed as a true reflection the meeting:					
	Name and Surname	Signature	Date			

24.3	Contractor: Insert Company name			
	Confirmed as a true reflection the meeting:			
	Name and Surname	Signature	Date	

CONTRACT NUMBER: INSERT CONTRACT NUMBER
INSERT PROJECT TITLE

DISTRIBUTION LIST

Name and Surname	Organisation	Contact Number	E-mail address

ANNEXURE C4.9: CONSTRUCTION PROJECT PROGRESS MEETING MINUTES STANDARD



GEORGE MUNICIPALITY

**CONTRACT NUMBER: INSERT CONTRACT NUMBER
INSERT CONTRACT TITLE**

MINUTES OF PROGRESS MEETING NO. XX

HELD AT GEORGE MUNICIPALITY: DIRECTORATE CIVIL ENGINEERING SERVICES; GEORGE, FIRST FLOOR COMMITTEE ROOM ON INSERT DATE AT INSERT TIME

CONTRACT DETAILS		
Employer:	Employer reference	: T/ING/000/0000
George Municipality	Collab reference	:
	Consultant Reference	:
Employer's Agent:		
Consultant Company Name	Approved contract amount (incl VAT)	: R
	Anticipated final contract amount (incl VAT)	: R
Contractor:		
Contractor Company Name	Commencement date	:
	Original due completion date	:
Health and Safety Agent:	Time for completion	: xx calendar days
H&S Consultant Company Name	Extension of time granted	: xx calendar days
Environmental Control Officer:		
ECO Consultant Company Name	Revised due completion date	:
Social Facilitator:	Anticipated due completion date	:
SF Consultant Company Name		

1.1	OPENING AND WELCOMING							
	The Employers Agent opened the meeting and welcomed all present to Progress Meeting No 1.							
1.2.	ATTENDANCE REGISTER							
	The attendance register is attached as Annexure A.							
1.2.1	Present							
	<table border="1"> <thead> <tr> <th>Name</th> <th>Surname</th> <th>Organisation</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Surname	Organisation				
Name	Surname	Organisation						
1.2.	Apologies							
	<table border="1"> <thead> <tr> <th>Name</th> <th>Surname</th> <th>Organisation</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Surname	Organisation				
Name	Surname	Organisation						
1.3	CONTRACT ADMINISTRATION							
1.3.1	Acceptance of previous minutes							
1.3.1.1	The minutes for Inaugural Meeting/Progress Meeting No.1 was accepted as a true reflection of the meeting.							
1.3.2	Contractual Dates							
1.3.2.1	For a detailed breakdown of the contractual dates, please see the cover page to the minutes.							
1.3.3	Project Team Representatives							
1.3.3.1	Employer: George Municipality							
	Project Manager	: Insert person name						
1.3.3.2	Consultant: Insert company name							
	Project Director	: Insert person name						
	Employers Agent	: Insert person name						
	Employers Agent Representative	: Insert person name						
1.3.3.3	Contractor: Insert company name							
	Contracts Manager	: Insert person name						
	Construction Manager	: Insert person name						
	General Foreman	: Insert person name						
	Concrete Foreman	: Insert person name						

	Pipeline Foreman	: Insert person name
	Health and Safety Officer	: Insert person name
	EME Construction Manager	: Insert person name
1.3.3.4	Health and Safety Agent: Insert company name	
	Agent	: Insert person name
1.3.3.5	Environmental Control Officer: Insert company name	
	ECO	: Insert person name
1.4	CONTRACT DOCUMENTATION	
1.4.1	Performance Guarantee	
	The George Municipality is in possession of the original Guarantee.	
1.4.2	Insurances	
	The Contractors insurance policy is valid until 01 January 2023 .	
1.4.3	Construction Work Permit (if applicable)	
	The permit number is insert number . The expiry date of the construction work permit is 01 January 2023 .	
1.4.4	Environmental Authorisation (if applicable)	
	The environmental authorisation is valid to insert date . The department of environmental affairs must be notified at least 3 months in advance of the expiry date, being insert date .	
1.4.5	Letter of good standing with the Compensation Fund/Commission	
	The letter of good standing has an expiry date of 01 January 2023 .	
1.4.6	Letter of good standing with the Bargaining Council for Civil Engineering Industry (BCCEI)	
	The letter of good standing has an expiry date of 01 January 2023 .	
1.4.7	Construction works Programme	
	Current approved programme for completion is:	
	Revision no	Date submitted
	1	01 January 2022
		Date Approved
		05 January 2022
1.5	ENVIRONMENTAL COMPLIANCE	
1.5.1	Audits	
1.5.1.1	General	
	<p>a) The ECO will carry out a site inspection once a month and compile a monthly audit report, which will be submitted prior to the progress meetings. The audit report must be based on the period between progress meetings.</p> <p>b) The audit report must be sent to all parties as per the distribution list at least 3 days before the progress meeting for review and discussion at the site meeting. This will provide the Contractor ample time to react to non-compliances and the rectification thereof.</p> <p>c) The previous warnings, fundings and non-conformances as captured in the minutes will be discussed prior to discussing the new month audit findings, warnings and non-conformances.</p> <p>d) This Month's Audit Date: 25 January 2022</p>	

1.5.1.2	Warnings		
	The following minor list of findings/warnings were identified and issued to the Contractor on the previous audit: a) xxx		
1.5.1.3	Non-Conformances		
	The following list of Non-Conformances were identified and issued to the Contractor on the previous audit: a) xxx		
1.5.1.4	Recurring Non-Conformances		
	The following list of Recurring Non-Conformances were issued to the contractor:		
	Item	Non-conformance	Originally captured Date resolved
	1		
	2		
	3		
1.5.2	General		
1.5.2.1	xxx		
1.6	OCCUPATIONAL HEALTH & SAFETY		
1.6.1	Health & Safety Plan		
	Nothing to report		
1.6.2	Audits		
1.6.2.1	General		
	a) Weekly compliance inspections and reports are to be performed except for the week the audit is performed. An audit and report are to be performed once a month, preferably a week before the progress meeting. b) The audit report must be sent to all parties as per the distribution list at least 3 days prior the progress meeting for review and discussion at the site meeting. This will provide the Contractor ample time to react to non-compliances and the rectification thereof. c) Audit Date: 17 February 2022 d) <u>Compliance percentage obtained: 98%</u>		
1.6.2.2	Warnings		
	The following minor list of findings/warnings were identified and issued to the Contractor on the previous audit: a) xxx		
1.6.2.3	Non-Conformances		
	The following list of Non-Conformances were identified and issued to the Contractor on the previous audit: a) xxx		
1.6.2.4	Recurring Non-Conformances		
	The following list of Recurring Non-Conformances were issued to the contractor:		
	Item	Non-conformance	Originally captured Date resolved
	1		

	2										
1.6.3	Incidents and/or Accidents										
	xxx										
1.6.4	General										
	xxx										
1.7	PUBLIC RELATION AND COMMUNITY LIAISON										
1.7.1	Community Liaison Officer (CLO)										
	The CLO reported on the following issues pertaining to local labour and/or community: a) xxx										
1.7.2	EME's										
1.7.2.1	Opportunities										
	Total number of EME's: 27 (Ward 4) with signed agreements in place.										
1.7.2.2	Problems experienced										
	xxx										
1.7.2.3	General										
	xxx										
1.8	TRAINING										
1.8.1	Local Labour										
	xxx										
1.8.2	EME's										
	xxx										
1.9	PROGRAMME AND PROGRESS										
1.9.1	Contractors Progress Report										
	Monthly progress reports must be submitted to the Employers Agent and Employer atleast two days prior to the progress meeting.										
1.9.2	Contractors Programme										
1.9.2.1	Current Approved programme for completion – Revision 1 (Draft): 01 January 2022										
1.9.2.2	Record of approved construction programmes:										
	<table border="1"> <thead> <tr> <th>Programme Revision No</th> <th>Date Submitted</th> <th>Date Approved</th> </tr> </thead> <tbody> <tr> <td>Baseline Programme</td> <td>01 January 2022</td> <td>05 January 2022</td> </tr> <tr> <td>Revision 1</td> <td>01 February 2022</td> <td>To amend and resubmit</td> </tr> </tbody> </table>		Programme Revision No	Date Submitted	Date Approved	Baseline Programme	01 January 2022	05 January 2022	Revision 1	01 February 2022	To amend and resubmit
Programme Revision No	Date Submitted	Date Approved									
Baseline Programme	01 January 2022	05 January 2022									
Revision 1	01 February 2022	To amend and resubmit									
1.9.2.3	Current Progress indicate an Anticipated Completion date of: 30 July 2022										
1.9.2.4	Progress based on current approved programme: a) At the end of February 2022: Behind Approved Programme by 90 Days b) At the end of February 2022: Behind anticipated completion date: 120 Days										
1.9.2.5	The Contractor anticipates completion of the major milestones as follows: • Pipeline: end April 2022										

	<ul style="list-style-type: none"> Manholes: end June 2022 Snags: end July 2022 																																																																					
1.9.3	Contractors Programme vs Progress																																																																					
	The following table will measure the planned progress vs the actual progress on site:																																																																					
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	Contractor to update and submit to Employers Agent.																																																																					
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1.9.5	Material Delivery Schedule																																																																					
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1.10	SUB-CONTRACTORS				
1.10.1	The Employers Agent indicated that the Contractor is to provide the following information if sub-contractors are used; a) Company Details, b) SABS approvals, c) Certifications, d) Accreditations, e) Compliance and f) References				
1.10.2	No	Name	Type of Work	Start Date	Approved by EA
	1	Insert company name	Welding of HDPE capping strips	01 January 2022	07 January 2022
1.11	SUPPLIERS				
1.11.1	The following table indicate the suppliers used for the contract:				
	No.	Supplier Name	Goods		
	1	Afrimat	Aggregates		
	2	ROCLA	Concrete Pipes		
	3	Kaytech	Geotextile (Bidum)		
	4	Scribante	Concrete		
	5	Manhole Lids	Maverick		
	6	HDPE AKS Liner	AKS		
1.12	EPWP REPORTING				
1.12.1	The Contractor is required to submit the complete, correct and signed monthly EPWP reports to the Employers Agent Representative for review on the 3rd working day of each month. The report will then be sent to the Geroge Municipality together with the monthly payment certification on the 4th working day of each month.				
	Reporting Month	Contractors EPWP reports		Subcontractor and EME EPWP reports	
		Required	Submitted	Required	Submitted
	April 2022	05 Apr 2022	05 Apr 2022	05 Apr 2022	06 Apr 2022
1.13	METHOD STATEMENTS				
1.13.1	Method Statements Received				
	Sixteen (16) method statements have been provided by the Contractor to date. Refer to Annexure B for a complete list of all method statements.				
1.13.2	Method Statements Required				
	The following method statements are required: a) xxx				
1.14	SITE INSTRUCTIONS				

1.14.1	Site Instructions issued																																		
	Thirty (30) site instruction have been issued to date. Refer to Annexure C for a complete list of site instructions.																																		
1.14.2	Site Instruction Required																																		
	The following site instructions are required: a) xxx																																		
1.15	INFORMATION REQUIRED																																		
1.15.1	Information to be Provided to the Employer																																		
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1.15.2	Information to be Provided to the Employers Agent																																		
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1.15.3	Information to be Provided to the Contractor																																		
	xxx																																		
1.16	DRAWINGS																																		
1.16.1	Drawings Register																																		
	A complete drawing register of all drawings issued is attached as annexure D.																																		
1.16.2	Drawings Issued																																		
	The following drawings were issued: a) xxx																																		
1.16.3	Drawings Required																																		
	The following drawings are required: a) xxx																																		
1.17	DELAYS																																		
1.17.1	Weather Delays																																		
1.17.1.1	The contract data in terms of clause 5.12.2.2 makes provisions for abnormal climatic conditions due to rain, wind etc to a total of 66 days prior to extension of time being granted.																																		
1.17.1.2	The following rain days were experienced on site that affected construction activities.																																		
	<table border="1"> <thead> <tr> <th>Date</th> <th>Cause</th> <th>No of Days</th> <th>Acc Total</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Allowance</td> <td>66</td> <td>Balance</td> <td>50.65</td> </tr> </tbody> </table>			Date	Cause	No of Days	Acc Total																									Allowance	66	Balance	50.65
Date	Cause	No of Days	Acc Total																																
Allowance	66	Balance	50.65																																
1.17.2	Other Delays / Disruptions																																		
	xxx																																		
1.18	FINANCIAL MATTERS																																		

1.18.1	Payment Certificates				
1.18.1.1	The Contractor submitted payment certificate no.28 for the month of February 2022.				
1.18.1.2	Payment certificates to date are as follows:				
	No	Month	Amount (Excl. Vat)	Accumulative	Paid
	1	Aug-19	R 675,000.00	R 675,000.00	Yes
	2	Sep-19	R 1,785,440.75	R 2,460,440.75	Yes
	3	Sep-19	R 2,325,352.71	R 4,785,793.46	Yes
	4	Oct-19	R 878,297.24	R 5,664,090.70	Yes
	5	Nov-19	R 369,863.28	R 6,033,953.98	Yes
1.18.2	Variation Orders				
1.18.2.1	Variation Orders Issued				
	The following variation orders have been issued and approved to date:				
	VO	Description	Value (Net Effect, excl VAT)	Date Issued	Date Approved
	1				
	2				
	3				
	4				
1.18.2.2	Variation Orders Required				
	The following variation orders are required:				
	a) xxx				
1.18.3	Cash Flow				
1.18.3.1	Latest Cash flow Submitted: March 2022 (Revision 11)				
1.18.3.2	Current cash flows:				
	No	Month	Estimated Expenditure (excl. VAT)	Actual Expenditure (excl. VAT)	Accumulative Difference
1.19	CONTRACTUAL CLAIMS AND DISPUTES				
1.19.1	List of approved Extension of Time Claims				

	The following extension of time claims were received and ruled on:				
	Claim		Ruling		
	No	Description	Issued	Days EOT	Costs
	1				
	2				
	3				
1.19.2	Disputes				
	The following claims are being disputed by the Contractor and/or Employer: a) xxx				
1.20	QUALITY & WORKMANSHIP				
1.20.1	Quality Assurance				
	QCP sheets have been finalised and approved by the EAR. (Ongoing)				
1.20.2	Quality & Testing of Materials				
	xxx				
1.20.3	Acceptance of Quality and Workmanship				
1.20.3.1	Employer				
	The Employer stated their satisfaction with the overall workmanship and quality to date.				
1.20.3.2	Employers Agent				
	The Employers Agent and representative stated their satisfaction with the overall workmanship and quality to date.				
1.21	DESIGN & TECHNICAL INFORMATION				
1.21.1	Design and Scope Changes				
	The following design and scope changes are required: a) xxx All design and scope changes that have a financial implication will be formalised in a variation order for approval by the Employer				
1.21.2	Technical Matters				
	xxx				
1.22	RISK REGISTER				
1.22.1	The following construction risks that may or has an implication of the contractual due date or contract value have been noted:				
	No	Brief description	Urgency	Action required	Date noted
					Date resolved
1.23	MEETING SCHEDULE				
1.23.1	Next Meeting				
	Date:	12 April 2022			
	Venue:	To be confirmed			
	Time:	09h00			

1.23.2	Future Meetings		
1.23.2.1	It was agreed that the progress meetings would be held on site , in the 2nd week of the month on Tuesdays at 09h00 .		
1.23.2.2	Meeting schedule for 2022 : 01 April 01 May 01 June 01 July 01 August 01 September 01 October 01 November 01 December		
1.24	APPROVAL OF MINUTES		
1.24.1	Employer: George Municipality		
	Confirmed as a true reflection of the meeting:		
	Name and Surname	Signature	Date
1.24.2	Employers Agent: Insert company name		
	Confirmed as a true reflection of the meeting:		
	Name and Surname	Signature	Date
1.24.3	Contractor: Insert company name		
	Confirmed as a true reflection of the meeting:		
	Name and Surname	Signature	Date

CONTRACT NUMBER: INSERT CONTRACT NUMBER
INSERT PROJECT TITLE

DISTRIBUTION LIST

Name and Surname	Organisation	Contact Number	E-mail address

CONTRACT NUMBER: **INSERT CONTRACT NUMBER**
INSERT PROJECT TITLE

ANNEXURE B: METHOD STATEMENTS

No	Description	Date Submitted	Date Approved

CONTRACT NUMBER: **INSERT CONTRACT NUMBER**
INSERT PROJECT TITLE

ANNEXURE C: SITE INSTRUCTIONS ISSUED

SI No	Description	Date Issued	Status

CONTRACT NUMBER: INSERT CONTRACT NUMBER
INSERT PROJECT TITLE

ANNEXURE D: DRAWING REGISTER

Drawing No	Drawing Title	Revision number				