

GEORGE MUNICIPALITY



TENDER NUMBER: HS008/2022

**TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED
FRAMEWORK OF PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE
DESIGN AND IMPLEMENTATION OF HUMAN SETTLEMENT PROJECTS,
FOR A PERIOD OF THREE YEARS FROM DATE OF APPOINTMENT, IF AND
WHEN REQUIRED**

ENQUIRIES: Administrative – Samuel Bowkers csbowkers@george.gov.za (044) 801 9314 Technical – Wendy Mentor wmentor@george.gov.za / (044) 802 2020	ISSUED BY: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530
SUMMARY FOR TENDER OPENING PURPOSES – ENVELOPE 1	
NAME OF TENDERER:	
CENTRAL SUPPLIER DATABASE NO.: MAAA	
TENDER ENVELOPE 1 cannot include any pricing information relating to the tender price (C2), as this is to be included in Envelope 2. Should pricing information be found included in Envelope 1 the tender will be disqualified. A full electronic copy/scan of Envelope 1 is to be included on a flash drive.	
TENDER CLOSES AT 12h00 ON 02 DECEMBER 2022	

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

CONTENTS

CONTENTS	0
TENDERER CONTACT DETAILS	2
GENERAL TENDER INFORMATION	3
TENDER NOTICE AND INVITATION TO TENDER	4
T1 TENDER SPECIFICATIONS	7
T1.1 TENDER REQUIREMENTS	7
T1.1.1 Administrative requirements	7
T1.1.2 Functional requirements	8
T1.1.3 Other Requirements	8
T1.1.4 Tender Submission	8
T1.1.5 Tender validity period	10
T1.1.6 Contract commencement	10
T1.1.7 Clarification of tender after submission.	10
T1.1.8 Provide other material	11
T1.1.9 Inspections, tests and analysis	11
T1.1.10 Certificates	11
T1.1.11 Compliance with Occupational Health and Safety Act 1993	11
T1.2 EVALUATION OF TENDERS	11
T1.2.1 Invalid Tenders	11
T1.2.2 Non-Responsive Tenders	12
T1.2.3 Two-Stage Tender Evaluation	13
T1.2.4 Capacity of Tenderer to undertake specified work	13
T1.2.5 Negotiations with preferred bidders	13
T1.2.6 Functionality Requirements	14
T2 RETURNABLE DOCUMENTS AND SCHEDULES	16
MBD 1	18
MBD 4	20
MBD 5	25
MBD 6.1	27
MBD 8	29
MBD 9	31
CERTIFICATE FOR MUNICIPAL SERVICES	35

T2.1	RETURNABLE SCHEDULES	37
FORM 2.1.1	GENERAL INFORMATION	38
FORM 2.1.2	AUTHORITY FOR SIGNATORY	40
2.	Experience of Key personnel /team members	47
FORM 2.1.8	FINANCIAL REFERENCES	54
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES	55
FORM 2.2.1	CONFIRMATION OF TENDERER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING	56
FORM 2.2.2	RECORD OF ADDENDA TO TENDER DOCUMENTS	57
The Contract (Part C)		58
C1	CONTRACT DATA	59
C2	PRICING INSTRUCTIONS	61
C3	THE CONTRACT	62
C3.1	GENERAL CONDITIONS OF CONTRACT	63
C3.2	SCOPE OF WORKS	75
C3.4	FORM OF OFFER AND ACCEPTANCE	88

GEORGE MUNICIPALITY
DIRECTORATE: HUMAN SETTLEMENTS,
CONTRACT NUMBER: HS008/2022

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TENDERER CONTACT DETAILS

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

<u>Please indicate whether you prefer to receive Tender correspondence via e-mail or by registered mail to your postal address.</u> Name of Bidding Company:		Indicate preferred means of communication with an X
Postal Address: Postal Code:	
E-mail Address:	
Telephone Number:	
Cellular Number:	
Facsimile Number:	

Tenderers are to ensure that they complete
FORM 2.2.1 CONFIRMATION OF TENDERER'S ATTENDANCE AT THE COMPULSORY
CLARIFICATION MEETING

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS,

CONTRACT NUMBER: HS008/2022

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YEARS FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

GENERAL TENDER INFORMATION

TENDER ADVERTISED:	27 October 2022
COMPULSORY CLARIFICATION MEETING:	11h00 on 10 November 2022 ,via Microsoft Teams
CLOSING DATE	: 02 December 2022
CLOSING TIME	12h00
LOCATION OF TENDER BOX	: Tender Box at the George Municipality, on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

GEORGE MUNICIPALITY
DIRECTORATE: HUMAN SETTLEMENTS,
CONTRACT NUMBER: HS008/2022

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TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the:

TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE DESIGN AND IMPLEMENTATION OF HUMAN SETTLEMENT PROJECTS, FOR A PERIOD OF THREE YEARS FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED

Completed tenders in a sealed envelope, clearly marked:

Tender No. HS008/2022, must be placed in the tender box at the George Municipality on the First Floor, Department: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Friday, 02 December 2022**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

Tender documents are available on digital platforms, including the municipal webpage, or at a non-refundable deposit of R 253-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Attendance at the virtual Tender Briefing meetings is compulsory. Interested tenderers are to register per e-mail with Mr Samuel Bowkers at csbowkers@george.gov.za by 14h00 the day before the meeting in order to receive a link to the meeting. The meeting will be held as follows:

- **11h00 on 10 November 2022, via Microsoft Teams**

If tenderers do not register for attendance before 14h00 the day before the Tender Briefing Meeting, then the tenderer will not be able to attend the briefing. Failure to attend one of the compulsory Tender Briefing Meeting will invalidate your tender

Stage 1: Functionality criteria

Only Tenderers that are responsive and achieve a minimum qualification score of 70% for their Technical Proposals in Stage 1 will have their Financial Proposal evaluated. The functionality (qualitative) criteria and weighting is set out in the tender document.

Stage 2: Price and BBBEE scoring

If the tender is compliant with the pre-qualification criteria and has achieved the minimum requirements for Stage 1, the

Tenders word hiermee ingewag vir die van:

AANSTELLING VAN 'N TOEPASLIK GEKWALIFISEERDE PANEEL VAN PROFESSIONELE DIENSVERSKAFFERS VIR DIE ONTWERP EN IMPLEMENTERING VAN MENSLIKE NEDERSETTINGSPROJEKTE, VIR 'N TYDPERK VAN DRIE JAAR, VANAF AANSTELLING, SOOS EN WANNEER BENODIG

Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:

Tender Nr . HS008/2022, moet voor **Vrydag, 02 Desember 2022**, om **12:00** in die tenderbus by die George Munisipaliteit op die Eerste Vloer, Departement: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.

Tender dokumente is verkrygbaar op digitale platforms, insluitend die munisipale webblad, of teen 'n R253-00 nederugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Die bywoning van die virtuele tenderinligtingsvergaderings is verpligtend. Belangstellendes moet die dag voor die vergadering om 14:00 per e-pos by mnr. Samuel Bowkers registreer by csbowkers@george.gov.za om 'n skakel na die vergadering te ontvang. Die vergadering sal soos volg gehou word:

11h00 op 10 November 2022, via Microsoft Teams

Indien die tenderaars nie die dag voor die tenderbriefvergadering voor 14:00 registreer nie, kan die tenderaar nie die inligtingsessie bywoon nie. As u nie die verpligte inligtingsvergaderings bywoon nie, word u tender ongeldig.

Fase 1: Funksionele kriteria

Slegs tenderaars wie aan die vereistes voldoen en wie 'n minimum telling van 70% in Fase 1 vir hulle Tegnieiese Aanbod behaal se Finansiële Aanbod sal geëvalueer word. Die funksionele (kwalitatiewe) kriteria en gewig daarvan is in die tender dokument uiteengesit.

Fase 2: Prys en BBBEE punte

Indien die tender aan die voorafbepaalde kriteria voldoen

Financial Proposal will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status where the tender value is up to R50 Million.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

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

For more information contact Ms. Wendy-anne Mentor at (044) 802 2020/ wmentor@george.gov.za

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any tender .

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

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

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

asook die minimum vereistes van Fase1 bevredig, sal die Finansiële Aanbiedinge ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsienings kanaalbestuursbeleid. Waar die tenderprys tot en met R50 Miljoen is, sal 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.

Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za

Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere inligting kontak Mev . Wendy-anne Mentor by (044) 802 2020/ wmentor@george.gov.za

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

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

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

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

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THE FOLLOWING SHALL BE APPLICABLE TO THIS TENDER

General
The Purchaser is the George Municipality, DIRECTORATE: HUMAN SETTLEMENTS, P O Box 19, George, 6530.
Tender Documents
<p>The Tender documents issued by the Purchaser comprise:</p> <p><u>The Tender</u></p> <p>Part T1: Tender Specifications</p> <p>T1.1 Tender requirements</p> <p>T1.2 Evaluation of tenders</p> <p>Part T2 Returnable Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.1 Returnable schedules</p> <p>T2.2 Other documents required for tender evaluation purposes</p> <p><u>The Contract</u></p> <p>Part C1: Agreement and contract data</p> <p>C1 Contract Data</p> <p>Part C2: Pricing data – included in Financial Proposal</p> <p>C2 Pricing instructions – included in Financial Proposal</p> <p>Part C3: The Contract</p> <p>C3.1 General Conditions of Contract</p> <p>C3.2 Special Conditions of Contract</p> <p>C3.3 Scope of works</p> <p>C3.4 Form of offer and acceptance</p> <p>Part C4: Annexures</p>
Communication and Purchaser's agent:
<p>Name: Wendy -Anne -Mentor</p> <p>Tel: 044 802 2020</p> <p>E-mail: wmentorr@george.gov.za</p>

T1 TENDER SPECIFICATIONS

T1.1 TENDER REQUIREMENTS

Tender offers will only be accepted based on the following administrative and functional requirements, as set out below:

T1.1.1 Administrative requirements

The Tenderer:

- must have in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations;
- or any of its directors/shareholders shall not be 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;
- shall not have;
 - abused the Purchaser's Supply Chain Management System; or
 - failed to perform on any previous contract and have been given a written notice to this effect.
- shall ensure the offer is signed by a person authorized to sign on behalf of the Tenderer.
- ensure that the Compulsory Enterprise Questionnaire is completed and that there are no conflicts of interest which may impact on the Tenderer's ability to perform the Contract in the best interests of the Purchaser or potentially compromise the tender process.
- shall be registered and in good standing with the compensation fund or with a licensed compensation insurer;
- have an Occupational Health and Safety Plan acceptable to the Purchaser, and the necessary competencies and resources to carry out the work safely.
- must submit certified copies of the directors, owners and shareholders identity documents with the tender offer.
- must be registered on the Central Supplier Database, Copies of the registration forms are available on the George Municipality's website: www.george.org.za
- submitting a tender as a Joint Venture must include an acceptable Joint Venture Agreement with his/her tender or provide a letter of intent to form a Joint Venture signed by all parties.
- shall not be in arrears of more than 30 days with municipal rates and taxes and services charges.

T1.1.2 Functional requirements

- The **Scope of Works** is included in Section C3.2.
- The functionality requirements noted in Clause T1.2.6 apply.
- Tenders need to illustrate that they comply with the **Pre-Qualification Criteria** (or Pre-requisites to evaluation of the bid) as set out in clause T1.2.6). Bids that do not comply with all the pre-requisites/pre-qualification criteria, will be deemed a non-responsive bid and will not be considered in Stage 2.
- The **functionality evaluation** will relate to the experience, capacity and understanding of the scope of works and Schedule 1 (attached) to be completed for evaluation purposes.
- The basis for functional evaluation scoring is noted in Section T1.2.6. The tenderer's ability, expressed in the completion of Schedule 1 and submission of supportive documents, must illustrate/provide, at least:
 - Proof of a minimum of three(3x) Subsidized Human Settlement Projects completed in the past 10-years, by the lead company with contactable references. Role of the SP as the project manager to be clearly illustrated. Details to be provided as per Schedule 1. The number of projects to be listed and details of three most relevant projects to be included in Schedule 1.
 - Proof of experience of at least three (3) Infrastructure projects, related to Human Settlements projects completed for the in the past 10-years.
- Tenderers must show how any experience claimed in respect of responding to this tender will be deployed in delivery of the proposed services. i.e. only experience that will be directly applied in this contract (scope of works) will be considered for the award of tender evaluation points.
- Schedule 1 is available electronically, for ease of completion by the tenderer, on request from wmentor@george.gov.za or a printed copy may be submitted.

T1.1.3 Other Requirements

The Tenderer must:

- attend a compulsory clarification meeting, which will be held as follows:
 - Date: 10 November 2022
 - Starting time: 11h00
 - via Microsoft Teams
- submit Envelope 1 in hard copy with a flash drive that includes an electronic / scanned copy of the entire ENVELOPE 1 submission, should a copy of the pricing schedule or offer be included in the flash drive then the tender submission will be disqualified.
- submit Envelope 2 in hard copy only.
Committee Room

T1.1.4 Tender Submission

- Tenderers MUST ensure that their "Tenderer's Contact Details" form is completed.
- Tenderers MUST ensure that their attendance at the Clarification meeting is confirmed by the Municipality.
- No alternative Tender offer will be considered.

- Tenderers shall:
 - 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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
 - Return all returnable documents to the Purchaser after completing them in their entirety in non-erasable black ink.
 - Corrections may not be made by means of a correction fluid. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Tender if corrections are not made in accordance with the above.
 - 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 Purchaser.
 - Sign the original and all copies of the tender offer where required in terms of the tender data. The Purchaser will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint venture shall state which of the signatories is the lead partner whom the Purchaser shall hold liable for the purpose of the tender offer.
 - Note that a **two-envelope system** will be followed: The first envelope will include the technical proposal and all relevant returnable schedules and related annexures except the Tenderer's pricing schedule, form of Offer and preferencing forms, which shall be in the second envelope.
 - Seal the two envelopes as separate packages marking the packages as "Envelope 1 – Technical Proposal" and "Envelope 2 – Financial Proposal". Each package shall state on the outside the Purchaser's address and tender identification details as stated in the tender specifications, as well as the tenderer's name and contact details (refer to the table below). The time and location for submission of the tender offers is:
 - **12h00 on 02 December 2022; The Tender Box at the George Municipality is on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.**
 - **The tender identification details are: Tender number HS008/2022.**
 - Accept that the Purchaser 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.
 - Accept that tender offers submitted by facsimile or e-mail will be rejected by the Purchaser, unless stated otherwise in the tender data.
 - Ensure that the Purchaser 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.

Envelope 1	Envelope 2
TECHNICAL PROPOSAL	FINANCIAL PROPOSAL
Purchaser: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530	Purchaser: THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE, 6530
Tender Number: HS008/2022 TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE DESIGN AND IMPLEMENTATION OF HUMAN SETTLEMENT PROJECTS, FOR A PERIOD OF THREE YEARS FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED	Tender Number: HS008/2022 TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE DESIGN AND IMPLEMENTATION OF HUMAN SETTLEMENT PROJECTS, FOR A PERIOD OF THREE YEARS FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED
Company name: Company contact details: SUPPLIER DATABASE NO.: MAAA	Company name: Company contact details: SUPPLIER DATABASE NO.: MAAA
Contents: <ul style="list-style-type: none"> • Tender Returnable Documents, excluding those in Envelope 2 • All tender sections • Flash drive with an electronic copy of the entire Envelope 1 submission (no pricing schedule or Form of Offer) 	Contents: <ul style="list-style-type: none"> • Pricing Schedule – Bills of Quantities • Form of Offer • Preferential procurement documentation (including BBBEE certification)

T1.1.5 Tender validity period

- Allow that the Tender validity period is 180 days from the date of submission.

T1.1.6 Contract commencement

- Note that contract commencement is proposed for as soon thereafter as contract conclusion permits.

T1.1.7 Clarification of tender after submission.

- Provide clarification of a tender offer in response to a request to do so from the Purchaser 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.

T1.1.8 Provide other material

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

T1.1.9 Inspections, tests and analysis

- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
- Return all retained Tender documents within 28 day after the expiry of the Tender validity period.

T1.1.10 Certificates

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

T1.1.11 Compliance with Occupational Health and Safety Act 1993

- Tenderers are to note that the requirements of the Occupational Health and Safety (OHS) Act No. 85 of 1993. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith during supply and delivery of all services and materials.

T1.2 EVALUATION OF TENDERS

All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations), the Municipality's SCM Policies, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).

T1.2.1 Invalid Tenders

The Bid Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a tenderer whose tender is considered by the Bid Evaluation Committee to be invalid and eliminated from further evaluation for any of the following reasons:

- the tender, including the tender amount, where applicable, is not submitted on the official Form of Offer
- the tender document is not completed in non-erasable handwritten, or printed, ink or toner;
- the Form of Offer has not been signed with an original signature;
- the Form of Offer is signed, but the name of the tenderer is not stated, or is indecipherable.

T1.2.2 Non-Responsive Tenders

Valid tenders will be declared non-responsive and eliminated from further evaluation if, which includes the following, but is not limited to:

- The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- The tender does not comply with the Specification(s) and/or Pre-Requisites / Pre-Qualification (See Clause T1.2.6).
- The tender does not comply with the instructions as contained in the Price Schedule.
- The tenderer has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).
- The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited from tendering for any resulting contracts.
- The tenderer does not meet the minimum requirements as set out for the Tenderer's Experience and Expertise. Refer to the functional evaluation scoring.

Tenders will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to:

- Comply with the general conditions applicable to tenders as set out in the Municipality's SCM Policy;
- Comply with one or more of the provisions contained in the Conditions of Tender;
- Comply with any other terms and conditions of the tender as contained in the tender document;
- Complete and/or sign any declarations and/or authorisations;
- Register on the Municipality's Vendor Database;
- Submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order;
- Comply with any applicable Bargaining Council agreements;
- Submit details of the Tenderer's Experience and Expertise and/or Key Personnel and Qualifications and respond to any requests for further information that are made by Municipality.

T1.2.3 Two-Stage Tender Evaluation

A two-stage tender evaluation process will be used.

- Stage 1: Functionality criteria

Only Tenderers that are responsive:

- Comply with the pre-qualification criteria, and
- achieve a minimum qualification score of **70%** for their Technical Proposals in Stages 1 will have their Financial Proposal evaluated. The functionality (quality) criteria and weighting are set out in the tender document.

- Stage 2: Price and Preference scoring

If the tender is compliant with pre-qualification criteria and has achieved the minimum requirements for Stages 1, the Financial Proposals will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where **80 points will** be scored for price and **20 points** for preference where the tender value is above R50m.

T1.2.4 Capacity of Tenderer to undertake specified work

As part of the overall tender evaluation process, in an effort to ascertain the tenderers capacity to undertake the specified work, the George Municipality will reserve the right to:

- Require the Tenderer to provide written evidence that his/her financial, labour and resources are adequate for carrying out the specified work.
- 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.

T1.2.5 Negotiations with preferred bidders

The Municipal Manager (or his delegated authority) may authorise the negotiation of the final terms of a contract with tenderers identified through a competitive bidding process as preferred tenderer provided that such negotiation:

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- does not lead to a higher price than the tender as submitted.

Minutes of such negotiations must be kept for record purposes.

If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his/her delegated authority) may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, earlier negotiations may not be reopened by the Municipality.

At the conclusion of the evaluation, adjudication and award process, the Municipality may conclude an appropriate Service Level Agreement with the successful tenderer.

T1.2.6 Functionality Requirements

T1.2.6.1.1 Tender Conditions

- In order to be eligible to be evaluated in terms of the functionality criteria, the service provider must confirm and submitted the required supporting documents in respect of the following, which is considered functional pre-qualification criteria:
 - The service provider (lead company) must be a registered professional company in a field related to the scope of the work (built environment).
 - The person responsible for the project, permanently employed by the lead company, must be a registered professional - registered with a professional body in a field related to the project scope. (a) Proof of Registration must be submitted with the tender documents. (b) The responsible person must have at least ten years' experience in the field.
 - The service provider must include(employed/contracted), at least, the services of the professionals noted in Schedule 1, being professionals/specialists required, as a minimum, to enable the completion of all deliverables. The service provider must provide (in-house or contracted) the services of at least the following professionals:
 - i. Town planning.
 - ii. Architecture and Urban design.
 - iii. Human settlement practitioners.
 - iv. Property development and management.
 - v. Property Valuers
 - vi. Stakeholder management.
 - vii. Environmental planning.
 - viii. Heritage planning.
 - ix. Geographical Information Systems (GIS).
 - x. Lega/ conveyancing.
 - xi. Engineers (Civil, electrical, transportation).
 - xii. Quantity surveyors.
 - xiii. Land surveyor.
 - xiv. Geotech Specialist.
 - xv. Development Economist.
 - xvi. Project Manager.
 - Contractual arrangements, the appointments of professionals, the verification of qualification and experience/competency, confirmation of registration with relevant industry bodies, will be the responsibility of the service provider.
 - Sub-consultants (professionals) may form part of more than one SP, if capacity allows.
 - The persons/companies listed by the bidder in Schedule 1 (attached) may be amended only with the written confirmation of the relevant officials of the municipality.
- The general procurement conditions of George Municipality apply.
- **Failure to comply with T1.2.6.1.1 will render the tender unresponsive at the onset and no further consideration will be given in the functional evaluation stage.**

T1.2.6.1.2 Functionality Criteria

- The **Scope of Works** is included in Section C3.2. Tenderers must show how any experience claimed in respect of responding to this tender will be deployed in delivery of

the proposed services. i.e., only experience that will be directly applied in this contract (scope of works) will be considered for the award of tender evaluation points.

- Schedule 1 Schedule 1 to be completed and required supporting documents attached to the tender submission.
- Schedule 1 is available electronically, for ease of completion by the tenderer, on request from wmentor@george.gov.za or a printed copy may be submitted.
- Tenders will be considered against the following criteria and scores will be allocated for functionality, only if responsive in terms of the pre-qualification criteria, as follows:(Refer to wording/detail of the requirement noted in Schedule 1: **Description of criterion, information required and scoring method**)

1	Experience of the Bidder ((SP/lead Company) in the field		Maximum 120 points
1.1	Number of relevant projects	60	
1.2	Track record of completed projects	30	
1.3	Track record Infrastructure and top structure provision	30	
2	Experience of Key personnel /team members		Maximum 70 points
2.1	Project Manager	20	
2.2	Design Civil Engineer	20	
2.3	Site Supervision	10	
2.4	Urban Designer/Architect	5	
2.5	Town Planner	5	
2.6	Stakeholder Manager	5	
2.7	Environmental Practitioner	5	
3.	Project Understanding: Approach, elements and methodology	10	Maximum 10 points
Maximum total points			200

- Supporting CV's and additional project information may be used for evaluation purposes, should tenderers be evaluated after complying to the minimum requirements, as per the information included by them in Schedule 1.
- Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience and expertise to undertake a project of this nature. Tenderers are therefore required to meet the minimum criteria as listed. The onus rests on the Tenderer to supply sufficient information to allow for evaluation and award of points. If insufficient detail is provided, such as proof of qualifications and registration, it will be considered that the minimum criteria has not been met and the tender will be considered non-responsive.
- A non-responsive tender offer will be rejected and not allowed to subsequently be made responsive by correction or withdrawal of the non- conforming deviation or reservation.
- The following criteria will be used to calculate points for the functionality of tenderers and tenderers must ensure that they submit all information to be pre-evaluated on the criteria mentioned below (in addition to the pre-qualification criteria) and required in the attached Schedule1:

Criteria 1: Experience of the Bidder in the Field:

- a) Proof of a minimum of three(3x) Subsidized Human Settlement Projects completed in the past 10-years, by the lead company with contactable references. Role of the SP as the project manager to be clearly illustrated. Details to be provided as per Schedule 1. The number of projects to be listed and details of three most relevant projects to be included in Schedule 1. Additional information on completed projects may be attached to the submission.
- b) Proof of experience of at least three (3) Infrastructure projects, related to Human Settlements projects completed for the in the past 10-years.

Criteria 2: Experience of Key personnel/ team members:

- a) "The tenderer shall provide proof of suitable experience and full-time / inhouse Key

Personnel as listed below, in the Contract Data (Schedule 1 to be completed and supportive documents must be attached).

- **PROJECT MANAGER** who is registered as a Professional Civil Engineer or Professional Civil Technologist with the Engineering Council of South Africa (ECSA), and who has been registered with the PMI or SACPCMP as a Professional Project Manager (PMP), with at least 10-years' experience, and
- **DESIGN CIVIL ENGINEER or TECHNOLOGIST** who is registered as a Professional Civil Engineer or Professional Civil Technologist with the Engineering Council of South Africa (ECSA), and who has a minimum of 10-years' experience with the Design of Municipal Infrastructure for Housing Development projects, with contactable references, and
- **SITE SUPERVISION: CIVIL ENGINEER or TECHNOLOGIST** who is registered as a Professional Civil Engineer or Professional Civil Technologist with the Engineering Council of South Africa (ECSA), and who has a minimum of 10-years' Construction Supervision experience on Municipal Infrastructure projects, with contactable references.

The above key personnel are to be in the permanent employ of the tendering entity and must be available to execute the required duties and responsibilities on Housing Development projects in the George Municipality, should the tenderer's offer be accepted. Note that a permanent office in George, may be required, specifically at implementation/site supervision stage, as no cost relating to travelling and/or accommodation will be paid in addition to the hourly rate and/or cost per item rate on individual cost proposals following from project specific requests for tenders.

Tenderers shall provide proof of the above Key Persons' experience in a detailed and project specific Curriculum Vitae together with certified copies of required qualifications and certificates. Schedule 1 to be completed.

b) Supporting Professional Team: Key Members

The SP to have in-house or contracted access to professionals which will provide input to the project process, within the project program and budget, including, at least, the professionals noted in T1.2.6.1.

Schedule 1 to be completed to provide more extensive details on the experience of the architect/urban designer, town planner, Stakeholder Management Practitioner and Environmental assessment practitioner.

T2 RETURNABLE DOCUMENTS AND SCHEDULES

ALL Documents and Schedules *MUST BE RETURNED* for the TENDER to Qualify, including:

MBD 1	TAX COMPLIANCE INFORMATION
MBD 1	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 6.1	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (Envelope 2)

MBD 6.1(a)	SWORN AFFIDAVIT – BBBEE EXEMPTED MICRO ENTERPRISE (Envelope 2)
MBD 8	DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
T2.1	List of Returnable Schedules Required for Tender Evaluation & Returnable Schedules
T2.2	Other documents that will be incorporated into the contract
T2.3	Returnable Schedules that will be incorporated in the contract

NOTE:

Although the documents in this section are headed “Returnable Documents”, the entire tender document duly completed and signed where appropriate and with supporting information must be returned as part of the tender.

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder			Date

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	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.	
1.3	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 .	
1.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.	
1.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
1.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
1.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL CUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1	Is the entity a resident of the Republic of South Africa (RSA)?	YES
2.2	Does the entity have a branch in the RSA?	NO
2.3	Does the entity have a permanent establishment in the RSA?	YES
2.4	Does the entity have any source of income in the RSA?	NO
2.5	Is the entity liable in the RSA for any form of taxation?	YES
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 1.3 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.

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

DECLARATION OF INTEREST

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.	
3.8	Are you presently in the service of the state?*	YES / NO
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:	

	<p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars:</p> <p>.....</p>	
3.9	Have you been in the service of the state for the past twelve months?	YES / NO
3.9.1	<p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	
3.10	<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>	YES / NO
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO

3.11.1	<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>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>	YES / NO
3.13	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p>	YES / NO

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.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

¹MSCM Regulations: "in the service of the state" means to be -

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

3 Has any contract been awarded to you by an organ of state ***YES / NO**
 during the past five years, including particulars of any
 material non- compliance or dispute concerning the
 execution of such contract?

3.1 If yes, provide particulars.

.....

4 Will any portion of goods or services be sourced from outside ***YES / NO**
 the Republic, and, if so, what portion and whether any portion
 of payment from the municipality / municipal entity is expected
 to be transferred out of the Republic?

4.1 If yes, furnish particulars.

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017**

(Refer to Envelope 2 submission document)

MBD 6.1(a)

(Refer to Envelope 2 submission document)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 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	Yes	No
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 National Treasury after the <i>audi alteram partem</i> 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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:
 - 3.1 take all reasonable steps to prevent such abuse;
 - 3.2 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
 - 3.3 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:

(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

I certify, on behalf of:_____that:

(Name of Bidder)

6. I have read and I understand the contents of this Certificate;
7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
9. 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;
10. 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:

- 10.1 has been requested to submit a bid in response to this bid invitation;
 - 10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 11 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 12.1 prices;
 - 12.2 geographical area where product or service will be rendered (market allocation);
 - 12.3 methods, factors or formulas used to calculate prices;
 - 12.4 the intention or decision to submit or not to submit, a bid;
 - 12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
13. 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.
14. 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.
15. 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.

MBD9

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

**CERTIFICATE FOR MUNICIPAL SERVICES
(COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: HS008/2022
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 the Tender document.

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

I, _____, the undersigned,
(full name in block letters)

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 _____ 2022

PLEASE NOTE:

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

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

GEORGE MUNICIPALITY
DIRECTORATE: HUMAN SETTLEMENTS,
CONTRACT NUMBER: HS008/2022

**TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF
PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE DESIGN AND
IMPLEMENTATION OF HUMAN SETTLEMENT PROJECTS, FOR A PERIOD OF
THREE YEARS FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED**

List of Returnable Schedules Required for Tender Evaluation Purposes

T2.1 RETURNABLE SCHEDULES

Form 2.1.1	General Information
Form 2.1.2	Authority for Signatory
Form 2.1.3	Schedule of Work Carried Out by Tenderer
Form 2.1.4	Proposed Key Personnel
Form 2.1.5	Schedule of Infrastructure and Resources
Form 2.1.6	Schedule of Approach and Methodology
Form 2.1.7	Schedule of Proposed Sub-Contractors
Form 2.1.8	Financial References
Schedule 1:	Functionality: Pre-Qualification and functional evaluation Criteria and Scoring Weights

FORM 2.1.1 GENERAL INFORMATION

1. Name of tendering entity:

2. Contact details

Address: _____

Tel no: (_____) _____

Fax no: (_____) _____

E-mail address: _____

3. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

(in the case of a joint venture, provide for all joint venture members)

5. Regional services area where the enterprise is registered:

(In the case of a joint venture, provide for all joint venture members)

6. VAT registration number:

(In the case of a joint venture, provide for all joint venture members)

7. Company or closed corporation registration number:

(In the case of a joint venture, provide for all joint venture members)

8. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

9. For joint ventures the following must be attached (COMPULSORY):

- Written power of attorney for authorised signatory.
- Pro-forma of the joint venture agreement. *(If the Joint Venture Agreement is not attached, the tender will not be considered!)*

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

Name of Tendering Entity :

Signature :

Date :

FORM 2.1.2 AUTHORITY FOR SIGNATORY

Details of person responsible for Tender process

Name

Contact number ()

Address of office submitting the
Tender

Telephone no ()

Fax no ()

E-mail address

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)*

Mr.

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

T2.1.3 Experience of the Bidder ((SP/lead Company) in the field

T2.1.3.1 Number of relevant projects: Project Packaging/Preparation

- Provide the following information on relevant previous experience (indicate specifically projects of similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:
 - a) Proof of a minimum of three(3x) Subsidized Human Settlement Projects (identification/feasibility/packaging) completed in the past 10-years, by the lead company with contactable references. Role of the SP as the project manager to be clearly illustrated. Details to be provided as per Schedule 1. Three or more relevant (to the Scope of work) projects to be listed in the table below. Details of three most relevant projects to be included in Schedule 1.

This information is material to the award of the Contract.

Description (Name, province, funding type, number of units) and Role of SP	Value (R, VAT excluded)	Year(s) executed (Start date and completion date)	Reference		
			Name	Organisation	Tel no
	Value		Reference		

Description (Name, province, funding type, number of units) and Role of SP	(R, VAT excluded)	Year(s) executed (Start date and completion date)	Name	Organiza-tion	Tel no

Name of Tendering Entity:

Signature :

Date :

T2.1.3.2 Track record of completed projects: Infrastructure Projects

- Provide the following information on relevant previous experience (indicate specifically projects of similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:
 - a) Proof of a minimum of three(3x) Subsidized Human Settlement Infrastructure Projects completed in the past 10-years, by the lead company with contactable references. Role of the SP as the project manager to be clearly illustrated. Details to be provided as per Schedule 1. Three or more relevant (to the Scope of work) projects to be listed in the table below. Details of three most relevant projects to be included in Schedule 1. (May be same as in T2.1.3.1)

This information is material to the award of the Contract.

Description (Name, province, funding type, number of units) and Role of SP	Value (R, VAT excluded)	Year(s) executed (Start date and completion date)	Reference		
			Name	Organisation	Tel no

Description (Name, province, funding type, number of units) and Role of SP	Value (R, VAT excluded)	Year(s) executed (Start date and completion date)	Reference		
			Name	Organiza- tion	Tel no

Name of Tendering Entity:

Signature:

Date:

T2.1.3.3 Track record of completed projects: Top-Structure Projects

- Provide the following information on relevant previous experience (indicate specifically projects of similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:
 - b) Proof of a minimum of three(3x) Subsidized Human Settlement Top-Structure Projects completed in the past 10-years, by the lead company with contactable references. Role of the SP as the project manager to be clearly illustrated. Details to be provided as per Schedule 1. Three or more relevant (to the Scope of work) projects to be listed in the table below. Details of three most relevant projects to be included in Schedule 1. (May be same as in T2.1.3.1)

This information is material to the award of the Contract.

Description (Name, province, funding type, number of units) and Role of SP	Value (R, VAT excluded)	Year(s) executed (Start date and completion date)	Reference		
			Name	Organisa-tion	Tel no

Description (Name, province, funding type, number of units) and Role of SP	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no

Name of Tendering Entity:

Signature:

Date:

T2.1.4 Experience of Key personnel

The below key personnel (T2.1.4.1 to T2.1.4.3) are to be in the permanent employ of the tendering entity and must be available to execute the required duties and responsibilities on Housing Development projects in the George Municipality, should the tenderer's offer be accepted.

It is preferable that the key personnel (T2.1.4.4 to T2.1.4.7) are to be in the permanent employ of the tendering entity. A three-year contract to be concluded with persons not employed by the SP to ensure that these persons must be available to execute the required duties and responsibilities on Housing Development projects in the George Municipality, should the tenderer's offer be accepted.

Tenderers shall provide proof of the above Key Persons' experience in a detailed and project specific Curriculum Vitae together with certified copies of required qualifications and certificates. Schedule, and the table below, to be completed.

Key personnel members may not be replaced between the time of tender submission and the award of the tender by the Municipality's Supply Chain Management Bid Adjudication Committee. Should it become necessary during the course of the contract to replace any of the key personnel listed in the tender they may only be replaced by individuals with similar or better qualifications and/or experience as stipulated and then only with the approval of the Purchaser.

If a key personnel member does not perform their duties adequately at any time during the course of the contract, the Municipality reserves the right to require the Tenderer to replace that person with another individual with similar or better qualification and/or experience as stipulated.

Key Personnel & Qualifications

T2.1.4.1 Project Manager (Years 1 to 3) – provide information for nominees.					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail:	Name: Position: Company: E-mail:

SIGNED ON BEHALF OF TENDERER:

Key Personnel & Qualifications *(Continue)*

T2.1.4.2 Design Civil Engineer (Years 1 to 3) – provide information for nominees.					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail: Cell:	Name: Position: Company: E-mail: Cell:

SIGNED ON BEHALF OF TENDERER:

T2.1.4.3 Site Supervision: Civil Engineer or Technologist (Years 1 to 3) – provide information for nominees.					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail: Cell:	Name: Position: Company: E-mail: Cell:

SIGNED ON BEHALF OF TENDERER:

Key Personnel & Qualifications *(Continue)*

T2.1.4.4 Urban Designer/Architect (Years 1 to 3) – provide information for nominees.					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail: Cell:	Name: Position: Company: E-mail: Cell:

SIGNED ON BEHALF OF TENDERER:

T2.1.4.5 Town Planner (Years 1 to 3) – provide information for nominees.					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail: Cell:	Name: Position: Company: E-mail: Cell:

SIGNED ON BEHALF OF TENDERER:

Key Personnel & Qualifications *(Continue)*

T2.1.4.6 Stakeholder Manager (Years 1 to 3) – provide information for nominees.					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail: Cell:	Name: Position: Company: E-mail: Cell:

SIGNED ON BEHALF OF TENDERER:

T2.1.4.7 Environmental Practitioner (Years 1 to 3) – provide information for nominees.					
NAME	JOB TITLE	QUALIFICATIONS	RELEVANT TRACK RECORD	CONTACT DETAILS FOR AT LEAST ONE REFERENCE FOR WORK WITHIN THE LAST FIVE YEARS	
				Name: Position: Company: E-mail: Cell:	Name: Position: Company: E-mail: Cell:

SIGNED ON BEHALF OF TENDERER:

T2.1.5 Supporting Professional Team

In addition to the details of the project manager, Design and civil engineer, site supervisor, urban designer/architect, town planner, stakeholder manager, environmental practitioner, the involvement of the suitably experienced and qualified professionals is required as part (in-house or contracted) of the SP team. The following detail to be provided (Schedule 1 also to be completed). A person may be listed in T2.1.4 and T1.1.5.

Field of Expertise	Name and Surname	Company and job title	Qualifications	Years Relevant experience
Legal/Conveyancing				
Electrical Engineer				
Transport Engineer				
Human Settlement Practitioner				
Property Development and management				
Property Valuers				
Heritage Planning				
Geographic Information Systems (GIS)				
Land Surveyor				
Quantity Surveyor				
Geotechnical Specialist				
Development Economist				

T2.1.4 Project Understanding: Approach, elements and methodology

Understanding the terms of reference / brief

1. Do you as the contractor understand what is required in terms of the brief stated above?

Yes		No	
-----	--	----	--

 (Tick Appropriate Block)

2. If you answered Yes to question 1 above, please explain briefly your understanding of the brief in no more than 50 words (also complete Schedule 1).

3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above brief. (also complete Schedule 1).

4. Briefly state if you have any innovative approach for this particular brief mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.

Name of Tendering Entity :

Signature :

Date :

FORM 2.1.8 FINANCIAL REFERENCES**FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Purchaser.

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Purchaser/Engineer/Service Provider to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	()
Fax number	()
Account number	

**GEORGE MUNICIPALITY
DIRECTORATE: HUMAN SETTLEMENTS,
CONTRACT NUMBER: HS008/2022**

**TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF
PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE DESIGN AND IMPLEMENTATION
OF HUMAN SETTLEMENT PROJECTS, FOR A PERIOD OF THREE YEARS FROM DATE OF
APPOINTMENT, IF AND WHEN REQUIRED**

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form 2.2.1	Confirmation of Tenderer's Attendance at the Compulsory Information Session Meeting
Form 2.2.2	Record of Addenda to Tender Documents

FORM 2.2.1 CONFIRMATION OF TENDERER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING

This is to certify that I,

representative of (Tenderer)

.....

of (address)

.....

.....

Telephone number

Fax number

attended Clarification Meeting at **11h00** on **10 November 2022** in the company of

(George Municipality / Purchaser's Representative)

PLEASE NOTE:

Tenderers are requested to submit the minutes received at above-mentioned compulsory information session/meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)

TENDERER 'S REPRESENTATIVE:

FORM 2.2.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

**GEORGE MUNICIPALITY
DIRECTORATE: HUMAN SETTLEMENTS,
CONTRACT NUMBER: HS008/2022**

**TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF
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The Contract (Part C)

Part C1	Agreement and Contract Data
Part C2	Pricing Data – included as a separate item in the Financial Proposal (Envelope 2)
Part C3	Scope of Works
Part C4	Form of offer and acceptance

GEORGE MUNICIPALITY
DIRECTORATE: HUMAN SETTLEMENTS,
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TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF
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C1 CONTRACT DATA

CONTRACT DATA

The General Conditions of Contract as issued by National Treasury (and included in this tender pack) can be accessed from www.treasury.gov.za .

PART 1: DATA PROVIDED BY THE PURCHASER

The following contract specific data are applicable to this Contract:

The Purchaser is the George Municipality.	
The Authorised and Designated representative of the Purchaser is:	
Name: Wendy Anne Mentor, Manager New Housing	
The Purchaser's address for receipt of communications is:	
<u>Physical address:</u> George Municipality York Street George, 6530	<u>Postal address:</u> George Municipality PO Box 19 George, 6530
Telephone: 044 802 2020 E-mail: wmentor@george.gov.za	
The Project is for the appointment of a suitably qualified framework of service providers for the design and implementation of human settlement projects, for a period of three years from date of appointment, if and when required.	
The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Purchaser.	
The Services Provision shall be completed for the portions as set out in the Scope of Works.	
The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide or otherwise exercise discretion in regard to a contractor agreement between the Purchaser and others then the Service provider shall act in respect of that contract/agreement as an independent	
The Service Provider is required to provide the following insurances:	
Insurance against	Risk in performing professional services (Professional Indemnity cover)

The Purchaser is the George Municipality.	
Cover is:	R20 million
Period of cover:	Duration of Project
Deductibles are:	
The Service Provider is required to obtain the Purchaser's prior approval in writing before taking any of the following actions:	
1. Appointing Sub-Contractors for the performance of any part of the Services.	
The Purchase will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.	
Copyright of documents prepared for the Project shall be vested with George Municipality.	
Settlement of disputes is to be in terms of Clause 49 and 50 of the Supply Chain Management Policy of the George Municipality	
Where not specifically indicated, all tendered prices, rates, tariffs, fees, etc are to include 15% VAT	

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is:	
The authorized and designated representative of the Service Provider is:	
Name:	
The Service Provider's address for receipt of communications is	
Physical address:	Postal address:
Telephone:	
Fax:	
E-mail:	

C2 PRICING INSTRUCTIONS

Pricing Data – included as a separate item in the Financial Proposal (Envelope 2)

GEORGE MUNICIPALITY
DIRECTORATE: HUMAN SETTLEMENTS,
CONTRACT NUMBER: HS008/2022

**TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF
PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE DESIGN AND IMPLEMENTATION
OF HUMAN SETTLEMENT PROJECTS, FOR A PERIOD OF THREE YEARS FROM DATE OF
APPOINTMENT, IF AND WHEN REQUIRED**

C3 THE CONTRACT

The Contract for the Servicing, Maintenance and Repair of George Municipal Buses comprises the following parts:

1. General Conditions of Contract (GCC)
2. Scope of Work (SoW)
3. Contract Rates

C3.1 GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Contract period' means three years from the commencement date;
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.
- 1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.
- 1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation**
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental Services**
- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.
- 15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract Amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:
- (i) the name and address of the supplier and/or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.
- When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26 Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable Law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and Duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme**
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

GEORGE MUNICIPALITY



TENDER NUMBER: HS008/2022

C3.2 SCOPE OF WORKS

TERMS OF REFERENCE

TENDER FOR THE APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE DESIGN AND IMPLEMENTATION OF HUMAN SETTLEMENT PROJECTS, FOR A PERIOD OF THREE YEARS FROM DATE OF APPOINTMENT, IF AND WHEN REQUIRED

TERMS OF REFERENCE

APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS PROJECTS WITHIN THE GEORGE LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS FROM DATE OF APPOINTMENT

1. PURPOSE OF DOCUMENT

The George Municipality herewith calls for proposals to appoint a framework/panel of Professional Service Providers (PSP) made up of professionals in the built environment for municipal planning and implementation support.

2. BACKGROUND

The George Municipality needs to deal with the reality of a growing human settlement backlog, increased inequalities and the fact that spatial restructuring and urban integration remains major challenges. There is thus an urgent need to change the approach towards human settlement creation, to accelerate and improve the quality of human settlement delivery and make the notions of "shared growth" and "integrated" and "sustainable development" a reality.

George Municipality have made good progress in planning for human settlement development through the new Sustainable Human Settlements Plan, arriving at a list of possible human

settlements projects, or human settlements pipelines, that responds to the critical assessment of the human settlement environment reflected in municipal human settlement strategic goals and objectives. The challenge however remains to assess the projects, to take these pipelines from the conceptual level through the planning processes and to refine projects, derived from these pipelines to a point of readiness that would contribute to the acceleration of human settlement delivery.

The increasing pressure to accelerate human settlement delivery has led to a decision to utilise Professional Service Providers (PSP's) to overcome the shortage of professional capacity at municipal level.

The approach is intended to make a significant contribution to the planning and implementation of Human Settlement provision through ad hoc appointment of field specific professional service providers (via the PSP), or on a turnkey project basis where a full complement of professional services is included in the appointment of one service provider. The services will be rendered at municipal level. The PSP's will focus on short-, medium- and long-term planning and on delivery of human settlements projects.

The services of the successfully appointed PSP'S will be required according to the specific needs of the municipality. The services to be executed will thus be needs based and on "Instruction to Perform Work" (IPW) basis. In principle the subsidy allowance/quantum for professional services, as specified by the Western Cape Department of Human Settlements will apply. Additional or ad hoc budget may be provided by the municipality in exceptional cases.

3. CURRENT SITUATION

Some of the following aspects are currently impacting on service delivery:

- Projects not delivered on time nor completed.
- Projects funds reallocated due to poor spending patterns,
- Poor project planning and design which includes land identification and preparation, preplanning, detailed planning and designs.
- Poor contracting or tender packaging and construction management.
- Capacity constraints exist amongst in-house (government) project managers to implement complex mixed income human settlement projects e.g., no registered professionals (built environment) with extensive experience in the public sector.
- Poor stakeholder facilitation between professionals, financial institutions, government spheres (agencies, sector departments, municipalities and private sector).
- Challenges with bulk infrastructure provision.

4. OUTCOMES

Outcomes to be achieved through the appointment of PSPs include the following:

- Sustainable human settlements that demonstrate access to socio-economic and transport opportunities, integrated at local level, including mixed typologies and densities, where

- feasible.
- Project development predictability.
- Efficient and effective planning and delivery processes for human settlement development.
- integrated planning, inter-sectoral participation and planning and budget alignment.
- Successful project implementation and efficient budget utilization.

5. PROFESSIONAL SERVICE PROVIDER (PSP) EXPERTISE REQUIREMENTS

The Framework of PSP's in this regard will be a team consisting of various professionals from the built environment working together as a multi-disciplinary team to undertake projects in human settlements. A PSP may therefore be either a consortium or a joint venture or individual company specializing in different aspects of the built environment. A PSP must have an overall leader or owner that must be a registered professional in the built environment.

PSP'S on the Framework must provide in-house capacity and experience or demonstrated access to capacity, including the following expertise:

- Town planning.
- Architecture and Urban design.
- Human settlement practitioners.
- Property development and management.
- Property Valuers
- Stakeholder management.
- Environmental planning.
- Heritage planning.
- Geographical Information Systems (GIS).
- Lega/ conveyancing.
- Engineers (Civil, electrical, transportation).
- Quantity surveyors.
- Land surveyor.
- Geotech Specialist.
- Development Economist.
- Project Manager.

Where applicable, members of the PSP must be registered with relevant professional Councils.

The responsibility to vouch for the professional competency and registration will lie with the PSP (lead company).

Sub-consultants may form part of more than one PSP, if capacity allows.

6. THE PURPOSE AND OBJECTIVE OF APPOINTMENT

The purpose is to appoint a framework of Professional Service Providers (PSPs) for human settlement planning and implementation support made up of professionals in the built environment. At least four PSP's will be appointed.

The PSP's services are required to support the creation of sustainable settlements in the George Municipality and provide assistance with regards to development, reviewing and packaging of innovative approaches to meeting identified human settlement needs in the George municipal area,

influencing both the planning, provision and development of sustainable human settlement opportunities in line with Government policies and strategies (including the Provincial and Municipal Spatial Development Framework, the George Sustainable Human Settlements Plan).

Regarding the implementation process, the objective is for a PSP from the approved framework/panel to be appointed to enable the implementation of the proposed projects which have been planned in the George Municipality.

The PSP's may be instructed to assist with any of the following upon a costed "Instruction to Perform work" (IPW):

- a) Project Management
- b) Land identification and evaluation of availability for development opportunities (medium and long term)
- c) Development and annual assessment of human settlement project pipelines.
- d) Formulation of a pipeline reflecting short-, medium- and long-term human settlement developments.
- e) Identification of projects that would benefit from the Municipal Infrastructure Grant (MIG) and other capital sources of funding, where required registration of relevant projects for medium- and long-term purposes.
- f) Packaging of human settlement projects.
- g) Technical studies and input required to support the planning and environmental process.
- h) Technical drafting and layout design (CAD) including urban design principles.
- i) Providing support to the municipality in respect of supply chain management processes
- j) Assessment of project applications for approvals.
- k) Track the project planning process progress.
- l) GIS mapping
- m) Assist with inter-sectoral planning alignment and IDP interaction.
- n) Skills transfer to municipal officials (companies should demonstrate how they will do this)
- o) Serve on forums that requires inputs regarding the above functions
- p) Monitor the planning processes to take planned projects to a state of "implementation readiness"
- q) Provide assistance to the municipality to ensure that the gazetted DORA allocation of funds is appropriately and fully expended on an annual basis.
- r) Assist to unblock blockages and project close out.
- s) Reconciliation of historically incomplete projects and recommended solutions and implement solutions.
- t) Detailed engineering services and unit design and obtaining of required approvals and clearances
- u) Implementation procurement process management and Construction management
- v) Project close-out management including unit/erf transfers and subsidy claim administration
- w) Management and monitoring of and reporting on projects under implementation.

7. CONTEXT OF THE WORK

The work could require a team of professional resources to support and facilitate the full planning process up to implementation readiness and to ensure that projects are successfully implemented.

The work will focus on two areas or phases:

Phase 1: Human Settlement Strategic Planning and Project Pipeline Development, Land identification and acquisition, Area based planning approach, Feasibility studies, Preplanning and Detailed planning and designs and technical support studies.

Phase 2: Implementation: Project Management, Detailed services planning, construction of infrastructure services; Construction of Top-Structures.

The plans, human settlement pipeline and projects should respond to the provincial and municipal strategic objectives and are also meant to influence grant allocation aligned to these objectives.

The quotations for the work to be conducted should be in line with the funding made available for various cost components as per the WC Provincial Government, Department of Human Settlements subsidy quantum (Annexure A).

Projects in the pipeline should therefore demonstrate their ability towards achieving the provincial human settlement indicators which are:

- The number of households which can be assisted to get access to basic services/serviced sites.
- Proximity of new human settlements to transport, economic opportunities and other social amenities and/or providing such amenities within the project area in a feasible and sustainable manner
- Increased densities of new human settlements development and/or derive a suitable mix of different typologies
- Increase development of gap market erven/units.
- Influencing municipalities to use alternative methods of developments and be sensitive to energy-efficiency.

8. SCOPE OF WORK

The work to be performed by the PSP includes, but is not limited to, the following key categories, namely:

- Needs and supply Analysis
- Refinement of a human settlement project pipelines
- Project packaging including the town planning and urban design processes, with supporting technical studies.
- Planning and design and preparation of tender documents
- Project feasibility and packaging of identified projects for approval by George Municipality and DoHS
- Implementation of identified projects

- Project and Construction management
- Project monitoring and reporting
- Expanded Public Works Programme registration and reporting.
- Close out of projects
- Financial management

No work shall be done by the PSP unless instructed to do so by the George Municipality by way of a costed IPW. A signed (IPW) shall be issued by the George Municipality to the PSP from time to time during the duration of the agreement and payment shall be effected from the Municipality after an IPW has been issued, carried out and certified. Payments to the PSP shall be structured to promote performance and will be according to rates as per the approved subsidy quantum (Western Cape Department of Housing 2022/2023), unless specified differently.

Detail on the Scope of the Work include the following, but not limited to:

8.1 Needs Analysis

Assessment and needs analysis for planning and delivery as described in these terms of reference. Any skills gaps identified should then form the baseline to guide interventions needed in the municipality.

Need/demand and supply analysis is required to link qualifying beneficiaries to appropriate housing solutions.

DELIVERABLE/MILESTONE, including:

- Report on gaps/needs of the municipal resources and requirements to fully plan and implement projects.
- Report on appropriate housing solutions

8.2 Project 'Pipeline' Development (Integration and Implementation Phase)

8.2.1 Preliminary Feasibility exercises,

To determine project viability before proceeding to detailed planning and design stage by undertaking a feasibility study that covers the following basic requirements:

- Investigate landownership, servitudes, mineral rights, locality, and zoning
- Site details/inspections.
- Flood line Certificate.
- Physical activities on sites.
- Topography.
- Social amenities.
- Transportation networks.
- Surrounding uses.
- Municipal plans alignment to Integrated Development Plan and Spatial Development Framework.

- Economic opportunities.
- Investigate work conducted previously by appointed consultants.
- Preliminary identification of target communities and community consultation.
- Preliminary. Environmental investigation.
- Preliminary Geo-technical investigation and advise re cost implications
- Preliminary engineering proposals/designs; Assessment of bulk service availability.
- Highlight (red flag) projects that have environmental issues and fall outside urban edge.
- Highlight feasible projects with environmental constraints and recommended mitigation.
- Registration and clarification of issue and/or constraints with Department of Environmental Affairs and Development Planning.
- Re-conceptualization of projects outside urban edge on alternative ownership basis (in areas where division of land is not supported).

DELIVERABLE/MILESTONE, including:

- Complete concept presentation and project feasibility and indication of human settlement delivery opportunity and constraints submitted to George Municipality

8.2.2 Cost Benefit Analyses

Determine project viability through:

- Cost benefit analysis of all feasible projects
- Assessment of long term financial and economic cost of different development options
- Identification of financial benefits and cost of different development options
- Development of indicative models and recommendations

DELIVERABLE/MILESTONE, including:

- Completed Cost Benefit Report submitted to the George Municipality

8.2.3 Pre-Planning Process and Geotechnical Investigations

Planning and design to obtain

- Environmental scoping, sensitivity map and authorization and Phase 1 Geotechnical Report, and
- Identification of purchase (and obtaining mandate) of possible private property or obtain Power of Attorney for Public Owned Land.
- Topographical Survey, if required and/or survey of site features
- Urban Design and development concept development
- Input on anticipated residential typologies and unit design to advise the layout
- Outline engineering services report (all engineering components – demand and supply and availability)
- Traffic Impact Assessment or Access Studies
- Supportive urban services requirement analysis
- Conveyancers Certificate and identification of any legal issues affecting the development

Geotechnical Investigations

- Conduct detailed Geotechnical investigations for Phase 1.
- Submit all documents required for NHBRC Project Enrolment
- Final layout plan incorporating all technical study input and stated development yield and parameters

DELIVERABLE/MILESTONE, including:

- Development/design concept supported by required technical studies
- Geotechnical Investigations Report complying with GFSH 2 and informing layout and environmental processes.
- Final layout and development yield confirmation

8.3 Obtain Land Developments Rights

The PSP must ensure that the development layout and formal land use application for all human settlement projects meets the following principles:

- Integration and continuity of mobility routes, public hard open spaces and green systems to promote better use of land
- integrated neighbourhoods for greater access for a larger number of people,
- Concentration and development along key access routes
- Take visual- and other impact assessments, if required, into consideration and mitigate impacts from adjacent land uses on the proposed development
- Provides for different types of development areas
- Creation of positive environments where public space is defined
- Provide for human scale in terms of size, distance & height
- provide for social amenities
- Provide for efficient use of infrastructure
- Supporting preliminary bulk and internal engineering services designs
- Providing opportunity towards appropriate economic enablement and opportunities

The following elements are necessary for this stage of the process:

- Integration of all technical studies (geotechnical, environmental, engineering, traffic and transport, strategic, topographical, legal)
- Layout Plan (including urban design, zoning allocation, yield calculations, development parameters/guidelines)
- Circulation, public participation and obtaining planning application approval
- General Plan approval, including calculation, pegging, Surveyor General Fees and SG approval, also approval of external servitudes/divisions
- Preliminary engineering design
- Opening of township register and registration of servitudes
- Certificates of Registered title, if required

DELIVERABLE/MILESTONE, including:

- Layout Plan submission & Circulation
- Traffic impact assessment approval
- Approved Layout Plan and Planning conditions
- Approved General Plan and required servitude/division diagrams
- Submit Preliminary Engineering Design
- Township register opened; servitudes registered CRT's

8.3.1 Environmental Investigations

Environmental Impact Assessment (EIA) as per guidelines of the competent authority (phased process as part of Pre-planning, Development rights approval process):

- Public participation and application to competent authority.
- Conduct Basic assessment.
- Conduct Environmental Scoping.
- Conduct Environmental Impact Assessment.
- Produce an Environmental Management Plan.

DELIVERABLE/MILESTONE, including:

- Environmental Impact Assessment Scoping proof of submission and authorization by competent authority, Record of Decision (Environmental Authorization) issued and/or Exemption approval, with Environmental Management Plan

8.3.2 Project Packaging

- Prepare project application and submit for approval
- Facilitate/coordinate Municipal Infrastructure Grant (MIG) and National Energy Regulator (NER) applications

DELIVERABLE/MILESTONE, including:

- Conditional Approval

8.4 Detailed Engineering and Top Structure Planning and Designs

- Detailed Engineering Designs
- Top structure designs
- Unit designs
- Facilitate Service Level Agreements (where required)
- Design all internal engineering services
- Prepare bid documents for construction of engineering services

DELIVERABLE/MILESTONE, including:

- Design Approval by municipality and relevant authorities: Engineering Services Infrastructure (including electrical) and unit design

- Completion of Detailed Planning & Design Report
- Submit all documents required for NHBRC project enrolment

DELIVERABLE/MILESTONE, including:

- Submission of Completion Detailed Planning and Design Report to George Municipality

8.4.1 Top Structures Plans

Develop house & Site Development Plans

DELIVERABLE/MILESTONE, including:

- House plan submission to local authority, including approval fees
- Foundation design and specification
- Standard House plans, services, orientation, schedule of quantities

8.4.2 Final Project Approval

- Prepare N6 project application and submit for approval
- Submit all documents required for NHBRC project enrolment

DELIVERABLE/MILESTONE, including:

- N6Approval
- NHBRC Project Enrolment

8.4.3 Bid Processes, Evaluation and Construction Management

- Bid Processes - Assist the Municipality to prepare for and call for bids for all engineering services and top structures (draft advertisement, site visit)
- Bid Evaluation and Adjudication
- Assist the Municipality with bid evaluation processes and compile the SLA

DELIVERABLE/MILESTONE, including:

- Approved Bid documentation
- Advertisement of the Bid (including briefing/clarification sessions)
- Bid advisory services
- Technical evaluation reports
- Bid evaluation reports

8.4.4 Construction Management

- Project Management
- Submit Construction Programme.
- Construction Monitoring.
- Site Supervision.
- Certify payments.
- Handover to Municipality.
- Ensure claims are submitted to Department.
- Handover to beneficiaries in conjunction with the George Municipality

DELIVERABLE/MILESTONE, including:

- Certification of foundations
- Certification of top structures (occupation certificates)
- Construction Monitoring / contract
- Site Supervision / month
- Geotechnical Report (Phase 2)
- Environment Control Officer / month
- Safety Officer / month
- Happy letters
- NHBC FUR's (Final Unit Report)

8.5 Expanded Public Work Programme Implementation (milestones throughout project life cycle)

- Co-ordinate and set up targets for the client
- Co-ordinate pre-implementation and planning
- Co-ordinate preparation of EPWP contract documentation
- Co-ordinate responsibilities and requirements from other stakeholders
- Identification of projects
- Report on EPWP performance

DELIVERABLE/MILESTONE, including:

- **Registration of projects on national EPWP data base.**
- **Reporting progress on EPWP targets**
- **Approval and adoption of generic EPWP contract documentation**

8.6 Close-off of Projects

DELIVERABLE/MILESTONE, including:

- **Close-off/reconciliation Report confirming all project life cycle activities completed**

9. REPORTING

The successful PSP must produce and submit reports as required by the George Municipality:

Project and contract administration reporting

Typical monthly reporting requirements could entail the following:

- Minutes of workshops/meetings
- Monthly project progress reports (milestone reporting, financial/budgetary, quality control/assurance reporting)
- Municipal reporting on projects
- Project progress and status reports,
- Issue, risk and variation reports

- Social facilitation reporting
- Any specific/ad hoc IPW reporting that may be required

10. INPUTS FROM THE GEORGE MUNICIPALITY

- The George Municipality will be responsible for meeting the contracted IPW fee of the service provider in accordance with the approved subsidy quantum.
- The George Municipality will provide strategic guidance and available documentation and information as and when required.
- Officials of the George Municipality will make themselves available for the various agreed workshops, meetings and will review and make comments on all draft documents as per the agreed schedules.

11. PROCUREMENT

- The appointment of PSP's from the framework will be for a period not exceeding three years from date of appointment. The duration of the projects will be as per Instruction to Perform Work (IPW).
- The George Municipality procurement system applies. All necessary forms must be attached to the proposal. The George Municipality reserves the right to deviate from normal procedures to conduct interviews with shortlisted service providers.
- The proposal must be presented on the prescribed format as per the bid forms. The lowest or only proposal will not necessarily be approved. The award of the contract will be made subject to the successful service provider entering into a Service Level Agreement (SLA) with the George Municipality.

12. CONTENT OF PROPOSAL

PSP's submitting proposals must provide the following information should they wish to be considered:

- a) The leader / owner of the PSP (company, consortium or joint venture) must be a **professionally registered company** in one of the professions in the Built Environment. Company registration documentation to be provided
- b) The **person responsible** for the project, from the PSP/lead company must be a registered professional in the Built Environment, with at least ten years' experience. Proof of such professional registration and a CV illustrating years' experience must be submitted. It is incumbent upon the leader of the appointed PSP to ensure PI insurance relevant to the nature and value of the appointment and submit proof of this before any SLA and IPW will be concluded.
- c) **Understanding** of the Spatial Development Frameworks, strategic infrastructure plans, Provincial Strategic Objectives, Housing Code, 2009 and Municipal and human settlement planning and implementation processes is a requirement.
- d) With respect to the full complement of professional services (**professional team**) See Par. 5 of the Terms of Reference), the company- and professional's names, field of expertise must be noted. Schedule 1 and the Returnable Schedules to be completed. The SP must be satisfied with the various professionals' proof of registration with relevant South African professional bodies prior to instruction to perform work is issued. This refers to Councils and not Institutes for those professions where Councils exist (SA Council for the

Landscape, SA Council for Professional and Technical Surveyors, SA Council for Planners, SA. Council for the Architectural Profession, SA Council for Quantity Surveying Profession, Association of Professional Heritage Practitioners, Engineering Council SA, etc.)

A CV and a valid and original Tax Clearance Certificate must be submitted for each discipline forming part of each PSP. The SP must ensure that the experience of the sub-consultants/professionals is sufficient to perform the work as per the instruction issued by the SP, flowing from each Request to Perform Work and or request for Quotation in terms of this tender.

- e) The proposal must include a complete **organizational chart** of the SP including names of prospective project team members. This should include administrative components/task allocation. Schedule 1 and the Returnable Schedule.
- f) Service providers must clearly demonstrate in their **methodology their understanding** of the brief / scope of works and of all the deliverables required. Schedule 1 to be completed. Additional information may be provided.
- g) Additional information (in format provided in Schedule 1) must be provided by the lead consultants, that will be personally involved in the execution of the work, for the following professions (Also see Returnable Schedules):
 - Project Manager,
 - Town Planner,
 - Civil Engineer,
 - Environmental Practitioner,
 - Urban Designer and
 - Stakeholder Manager/ practitioner

13. SUPPORTING DOCUMENTS REQUIRED FOR EACH OF THE ABOVE DISCIPLINES REQUIRED

- Relevant work experience, qualifications and professional registrations.
- Experience in municipal/Provincial level Human Settlement support will be an advantage.
- Résumés of the lead professional per discipline.

C3.4 FORM OF OFFER AND ACCEPTANCE

(Refer to Envelope 2(Financial Proposal) submission document)

Name of Service Provider (Bidding Company):

TENDER: APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS PROJECTS WITHIN THE GEORGE LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS FROM DATE OF APPOINTMENT

Schedule 1

PRE-QUALIFICATION AND FUNCTIONAL EVALUATION CRITERIA AND SCORING WEIGHTS:

Relevant to Tender HS008/2022 and Terms of Reference dated 24102022

PRE-QUALIFICATION TO TENDER

QUALIFYING CRITERIA	ITEM DESCRIPTION	Yes	No	Notes/Comments
Service Provider (Lead Company)	The service provider must be a registered professional company. Co Reg Nr. _____ Field _____ Registration documents included _____ + _____ Yes/No	Proceed to Functional Evaluation	Disqualification	
(a) Registered project professional (responsible person within the lead company)	The person responsible for the project must be a registered professional registered with a professional body in a field related to the project scope. Name _____ Confirmation of Professional registration _____ Proof of Registration and CV attached _____ Yes/No	Proceed to Functional Evaluation	Disqualification	
(b) Experienced project professional	The responsible person must have at least ten years experience in the field. Confirmation of year of experience _____	Proceed to Functional Evaluation	Disqualification	
(c) Project team: Supportive professional services (contracted or in-house) required to complete all deliverables	16 Categories listed (The SP to confirm professional qualification/registration and necessary experience to complete the relevant segment of the scope of work, prior to including the professional/ specialists' name.)	Proceed to Functional Evaluation (names included in all categories/filled)	Disqualification	
• Project Manager	Name: _____			
• Civil Engineer	Name: _____			
• Transport Engineer	Name: _____			
• Electrical Engineer	Name: _____			
• Architect	Name: _____			
• Human Settlement Practitioner	Name: _____			
• GIS Specialist	Name: _____			
• Town Planner	Name: _____			
• Environmental specialist (EAP)	Name: _____			
• Community Facilitator/ Stakeholder Manager	Name: _____			
• Property/development related specialists	Name: _____			
• Attorney – Land Legal Agreements	Name: _____			
• Geotechnical specialist	Name: _____			
• Property Valuer	Name: _____			
• Land Surveyor	Name: _____			
• Quantity Surveyor	Name: _____			
• Heritage Practitioner	Name: _____			
• Property development and management specialist	Name: _____			
Other	Name: _____			

FUNCTIONAL EVALUATION

FUNCTIONAL CRITERIA	ITEM DESCRIPTION	DELIVERABLE	Criteria	Max Score
CRITERION 1: EXPERIENCE OF THE BIDDER IN THE FIELD		Information Required (to be tabulated herein)	Scoring Method	120
Experience of the Service Provider (lead consultant only) related to the project scope				
Criterion 1.1. Experience (projects) completed by the Service Provider (Lead Company only) in government funded human settlements projects (projects of a similar nature to the tender project scope.)	The experience of the bidder in the field relates to the number of projects that the SP has completed (or in process) or in process in the last 10 years in a management/project lead capacity- providing support to municipal/provincial Departments in the management of subsidized human settlement delivery.	Statement confirming the Contracting/lead Company's years of active experience in Providing Municipal/Provincial Department Support in subsidized housing delivery _____ _____ _____ _____ _____ _____ _____	Track record of the lead consultant (SP) based on the number of Subsidized Housing Development Projects completed/in process in the past 10 years Less than 3 = 0 3-4 projects = 40 6 or more projects = 60	
Criterion 1.2. Experience (projects) of the Service Provider (Lead Company only) in government funded human settlements projects (projects of a	The experience of the bidder (SP) based on projects completed must be illustrated. A CV/project sheet may be attached, but points allocation will be done based on the three most applicable projects (relevant to the scope of work) presented by the bidder in this schedule. Specify whether the management of the construction of units was part of the project.	Statements illustrating most relevant projects (maximum 3) in the project field, including the following information on each project: 1.1.2: PROJECT 1 Project name: Project locality:	Points allocated on relevance, extent of projects and level of involvement. Maximum 10	30

TENDER: APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS PROJECTSWITHIN THE GEORGE LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS FROM DATE OF APPOINTMENT

Schedule 1

PRE-QUALIFICATION AND FUNCTIONAL EVALUATION CRITERIA AND SCORING WEIGHTS:

	similar nature to the tender project scope.) Track record of the lead consultant (SP) based on the number of Subsidized Housing Development Projects completed in the past 10 years with contactable references (minimum of 3)		<p>Client & contact:</p> <p>Description (extent (units and typology) and deliverables to illustrate relevance to tender project scope)</p> <p>Role of service provider in project:</p> <p>Project Value : Estimated total project value (not fees only):</p> <p>Timeframe (Year & period):</p> <p>1.1.2: PROJECT 2</p> <p>Project name:</p> <p>Project locality:</p> <p>Client & contact:</p> <p>Description (extent (units and typology)and deliverables to illustrate relevance to tender project scope)</p> <p>Role of service provider in project:</p> <p>Project Value : Estimated total project value (not fees only):</p> <p>Timeframe (Year & period):</p> <p>1.1.2: PROJECT 3</p> <p>Project name:</p> <p>Project locality:</p> <p>Client & contact:</p> <p>Description (extent (units and typology)and deliverables to illustrate relevance to tender project scope)</p> <p>Role of service provider in project:</p> <p>Project Value : Estimated total project value (not fees only):</p> <p>Timeframe (Year & period):</p>	points per listed project	
	Criteria 1.3. Track record of the SP based on the number of Infrastructure Projects related to Government Housing Projects completed in the past 10 years with contactable references (minimum of 3)	The experience of the bidder (SP) based on infrastructure projects completed must be illustrated. A CV/project sheet may be attached, but points allocation will be done based on the three most applicable projects (relevant to the scope of work) presented by the bidder in this schedule. The same projects as noted in Criterion 1.1.2 may be listed if project included project management and infrastructure implementation.	<p>Statements illustrating most relevant projects (maximum 3) in the project field, including the following information on each project:</p> <p>1.1.3: PROJECT 4</p> <p>Project name:</p> <p>Project locality:</p> <p>Client & contact:</p> <p>Description (extent and deliverables to illustrate relevance to tender project scope)</p> <p>Role of service provider in project:</p> <p>Project Value : Estimated total project value (not fees only):</p> <p>Timeframe (Year & period):</p> <p>1.1.3: PROJECT 5</p> <p>Project name:</p> <p>Project locality:</p> <p>Client & contact:</p> <p>Description (extent and deliverables to illustrate relevance to tender project scope)</p> <p>Role of service provider in project:</p> <p>Project Value : Estimated total project value (not fees only):</p> <p>Timeframe (Year & period):</p> <p>1.1.3: PROJECT 6</p> <p>Project name:</p> <p>Project locality:</p> <p>Client & contact:</p> <p>Description (extent and deliverables to illustrate relevance to tender project scope)</p> <p>Role of service provider in project:</p>	30	

TENDER: APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS PROJECTSWITHIN THE GEORGE LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS FROM DATE OF APPOINTMENT

Schedule 1

PRE-QUALIFICATION AND FUNCTIONAL EVALUATION CRITERIA AND SCORING WEIGHTS:

		Project Value : Estimated total project value (not fees only): Timeframe (Year & period):		
	Criterion 2: Experience of the Service Provider(Key members of the professional team) in projects of similar scope	Information Required (to be completed) for each company/specialist	Scoring Method	70
	<p>Criterion 2.1: Experience of the Project Manager in Human Settlements provision</p> <p>Name: _____ Company: _____</p> <p>Total Number of years providing Municipal/Provincial Support</p> <p>Total Number of years providing Municipal/Provincial Support in Human Settlements provision</p> <p>Names of not more than three such projects (Institutional support and/or Human Settlement provision)</p> <p>Years appointed and years completed for each project</p> <p>Scope (type, extent) of each project</p> <p>Name and contact details of reference person at Municipality/Provincial Department for each of these projects</p> <p>Number of Years working in this discipline (field of work)</p>	<p>Professional Registration Engineering (ECSA): _____ Professional Project Manager PMI or SACPCMP _____</p> <p>1) _____ 2) _____ 3) _____</p> <p>1) _____ 2) _____ 3) _____</p> <p>1) _____ 2) _____ 3) _____</p> <p>1) _____ 2) _____ 3) _____</p> <p>1) _____ 2) _____ 3) _____</p>	<p>Score in 2.1 only if registered professional ECSA and PMI/SACPCMP, permanently employed by the lead company</p> <p>10years += 5 points, 5-10years = 2 points. less than 5 years=0</p> <p>5years += 5 points, 5-10years = 2 points. less than 5 years=0</p> <p>Excellent experience= 10 points. Good experience. 5 points. Poor =0points</p>	<p>20</p> <p>5</p> <p>5</p> <p>10</p>
	<p>Criterion 2.2: Experience of the Design Civil engineer - illustrating registration as a Professional Civil Engineer with the Engineering Council of South Africa (minimum of 10 years experience required), permanently employed by the lead company</p> <p>Name: _____ Company: _____</p> <p>Total Number of years providing Municipal/Provincial Support</p> <p>Total Number of years providing Municipal/Provincial Support in Human Settlements provision</p> <p>Names of not more than three such projects (Institutional support and/or Human Settlement provision)</p> <p>Years appointed and years completed for each project</p> <p>Scope (type, extent) of each project</p> <p>Name and contact details of reference person at Municipality/Provincial Department for each of these projects</p> <p>Number of Years working in this discipline (field of work)</p>	<p>Professional Registration: _____ Years Experience _____</p> <p>1) _____ 2) _____ 3) _____</p> <p>1) _____ 2) _____ 3) _____</p> <p>1) _____ 2) _____ 3) _____</p> <p>1) _____ 2) _____ 3) _____</p>	<p>Score in 2.2 only if registered professional with more than 10years experience, permanently employed by the lead company</p> <p>10years += 5 points, 5-10years = 2 points. less than 5 years=0</p> <p>5years += 5 points, 5-10years = 2 points. less than 5 years=0</p> <p>Excellent experience= 10 points. Good experience. 5 points. Poor =0points</p>	<p>20</p> <p>5</p> <p>5</p> <p>10</p>
	<p>Criterion 2.3: Experience in Site Supervision: Civil Engineer or Technologist registered with ECSA with at least 10 years experience required in construction supervisionon municipal infrastructure projects (must be permanently employed by lead company)</p> <p>Name: _____ Company: _____</p> <p>Total Number of years providing Municipal/Provincial Support</p> <p>Total Number of years providing Municipal/Provincial Support in Human Settlements provision</p> <p>Names of not more than three such projects (Institutional support and/or Human Settlement provision)</p> <p>Years appointed and years completed for each project</p> <p>Scope (type, extent) of each project</p>	<p>Professional Registration: _____ Years Experience _____</p> <p>1) _____ 2) _____ 3) _____</p> <p>1) _____ 2) _____ 3) _____</p> <p>1) _____ 2) _____ 3) _____</p>	<p>Score in 2.2 only if registered professional with more than 10years experience</p> <p>10years += 3 points, 5-10years = 1 points. less than 5 years=0</p> <p>5years += 3 points, 5-10years = 1 points. less than 5 years=0</p> <p>Excellent experience= 4 points. Good experience. 2 points. Poor =0points</p>	<p>10</p> <p>3</p> <p>3</p> <p>4</p>

TENDER: APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS PROJECTSWITHIN THE GEORGE LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS FROM DATE OF APPOINTMENT					
Schedule 1					
PRE-QUALIFICATION AND FUNCTIONAL EVALUATION CRITERIA AND SCORING WEIGHTS:					
		Name and contact details of reference person at Municipality/Provincial Department for each of these projects	1) _____ 2) _____ 3) _____		
		Number of Years working in this discipline (field of work)			
Criterion 2.4: Experience of the Urban Designer (including Architecture) in Human Settlements provision (may be separate company, to be contracted by the SP)		Name: _____ Company: _____			5
		Total Number of years providing input/support in Municipal/Provincial Human Settlements provision		10years += 3 points, 5-10years = 2 points. less than 5 years=0	3
		Names of not more than three such projects (Institutional support and/or Human Settlement provision)	1) _____ 2) _____ 3) _____	Good experience. 2 points. Poor =0points	2
		Years appointed and years completed for each project	1) _____ 2) _____ 3) _____		
		Scope (type, extent) of each project	1) _____ 2) _____ 3) _____		
		Name and contact details of reference person at Municipality/Provincial Department for each of these projects	1) _____ 2) _____ 3) _____		
		Number of Years working in this discipline (field of work)			
Criterion 2.5: Experience of the Town Planner in Human Settlements provision (may be separate company, to be contracted by the SP)		Name: _____ Company: _____			5
		Total Number of years providing input/support in Municipal/Provincial Human Settlements provision		10years += 3 points, 5-10years = 2 points. less than 5 years=0	3
		Names of not more than three such projects (Institutional support and/or Human Settlement provision)	1) _____ 2) _____ 3) _____	Good experience. 2 points. Poor =0points	2
		Years appointed and years completed for each project	1) _____ 2) _____ 3) _____		
		Scope (type, extent) of each project	1) _____ 2) _____ 3) _____		
		Name and contact details of reference person at Municipality/Provincial Department for each of these projects	1) _____ 2) _____ 3) _____		
		Number of Years working in this discipline (field of work)			
Criterion 2.6: Experience of the stakeholder Management Practitioner in Human Settlements provision (may be separate company, to be contracted by the SP)		Name: _____ Company: _____			5
		Total Number of years providing input/support in Municipal/Provincial Human Settlements provision		10years += 3 points, 5-10years = 2 points. less than 5 years=0	3
		Names of not more than three such projects (Institutional support and/or Human Settlement provision)	1) _____ 2) _____ 3) _____	Good experience. 2 points. Poor =0points	2
		Years appointed and years completed for each project	1) _____ 2) _____ 3) _____		
		Scope (type, extent) of each project	1) _____ 2) _____ 3) _____		
		Name and contact details of reference person at Municipality/Provincial Department for each of these projects	1) _____ 2) _____ 3) _____		
		Number of Years working in this discipline (field of work)			
Criterion 2.7: Experience of the Environmental Assessment Practitioner in Human Settlements provision (may be separate company, to be contracted by the SP)		Name: _____ Company: _____			5
		Total Number of years providing input/support in Municipal/Provincial Human Settlements provision		10years += 3 points, 5-10years = 2 points. less than 5 years=0	3
		Names of not more than three such projects (Institutional support and/or Human Settlement provision)	1) _____ 2) _____ 3) _____	Good experience. 2 points. Poor =0points	2
		Years appointed and years completed for each project	1) _____ 2) _____ 3) _____		
		Scope (type, extent) of each project	1) _____ 2) _____ 3) _____		
		Name and contact details of reference person at Municipality/Provincial Department for each of these projects	1) _____ 2) _____ 3) _____		
		Number of Years working in this discipline (field of work)			
CRITERION 2: PROJECT UNDERSTANDING, APPROACH AND INNOVATION			Information Required. Response to be attached as marked	Scoring Method	10

TENDER: APPOINTMENT OF A SUITABLY QUALIFIED FRAMEWORK OF PROFESSIONAL SERVICE PROVIDER (PSP) FOR THE DESIGN AND IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS PROJECTSWITHIN THE GEORGE LOCAL MUNICIPALITY FOR A PERIOD OF 3 YEARS FROM DATE OF APPOINTMENT

Schedule 1

PRE-QUALIFICATION AND FUNCTIONAL EVALUATION CRITERIA AND SCORING WEIGHTS:

	Project Understanding, Approach and Methodology	Service provider to illustrate an understanding of the project requirements (Scope, i.e. Identification, planning, management and implementaion of a subsidized housing project) with respect to project approach, project elements, processess to be included and milestones	Write -up (Maximum three pages/ spreadsheet) - to be attached to submission, marked as "Project Understanding, approach and Methodology (Failure to include will lead to functional disqualification)	Excellent understanding, explaining coordination of various elements (study/feasibility, technical completion, project implementation), including mixed typologies and integrated development facilitation= 10 points	10
				Good understanding, explaining coordination of various elements (study/feasibility, technical completion, project implementation) = 30 points	5
				Poor understanding, limited explanation of coordination of various elements (study/feasibility, technical completion, project implementation) = 10 points	0
TOTAL SCORE (FUNCTIONAL CRITERIA 1 AND 2) MAX 200					

A score of less than 140 out of a possible 200 will be considered as an unresponsive tender and will not be considered for Stage 2 (Price and preference) evaluation.