



KAI! GARIB LOCAL MUNICIPALITY

TENDER NO:

PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

PROCUREMENT DOCUMENT

(Based on the CIDB Standard Professional Services Contract, 3rd version of July 2009)

April 2026

Issued by:

Kai!Garib Local Municipality

Director: Supply Chain Management

Main Road 09

Keimoes

8860




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Tender Procedure: Open Tender

Based on

- **SANS 10845-1**, Construction procurement Part 1: Processes, methods and procedures
- **SANS 10845-2**, Construction procurement Part 2: Formatting and compilation of procurement documentation
- **SANS 10845-3**, Construction procurement Part 3: Standard conditions of tender
- **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as SFU.**
- **Preferential Procurement Regulations 2022** (Ref: government gazette no. 47452; dated: 04 November 2022 issued according to the preferential procurement policy framework act (PPPFA), act no. 5 of 2000)

Contract Documents

1. Form of offer and acceptance
2. Contract data
3. Part 1: Data Provided by the Employer
4. Part 2: Data Provided by the Contractor
5. Conditions of Contract: Based on the CIDB Standard Professional Service Contract, 3rd edition of July 2009.
6. Pricing Data
7. Scope Work
8. Site Information



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T1 TENDERING PROCEDURE

T1.1 TENDERING NOTICE AND INVITATION TO TENDER

Kai! Garib local municipality hereby invites suitably qualified professional service providers (PSP) to enter into a framework contract over a three (3) year term without the commitment of a quantum of work to provide professional/consultation services.

Framework contract will be based on the Standard Professional Service Contract, third (3rd) edition of July 2009 published by the Construction Industry Development Board (CIDB).

The project details are hereunder:

TENDER NO.	CONTRACT NAME	BRIEFING SESSION AND SITE VISIT: PLACE, DATE & TIME	TENDER CLOSING DATE & TIME
T005/2026	Framework contract for the appointment of a panel of electrical engineering professional service providers (psp) for the implementation of electrical infrastructure projects on an as-and-when required basis for a period of 36 months	None	<p>29 May 2026 12.00 AM</p> <p>All Bid Proposals are to be submitted @ Archive Office, 09 Main Road, Keimoes, 8860</p>

The Tender Documents will be available from the Municipal Website, e-Tender Publication Portal (www.etenders.gov.za) of the National Treasury of the Republic of South Africa from the date of publication of the Notice of Request for Tenders in Government Tender Bulletin and/ or any national media. Any queries related to the e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of the Chief Procurement Officer Call Supply Chain Centre on 012 406 9222.

No clarification meeting; see Tender Data for query process.

The requirement for submissions is detailed in the Tender Data (Ref: T1.2 Tender Data). The tenderers who satisfy the eligibility criteria as set in the tender documents (Ref: T 1.2 Tender Data) are to submit their tenders.

Tenders shall remain valid for 90 days from the closing date. Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted. Tenderers must submit their tenders using only the tender documentation issued.

Kai! Garib Local Municipality fully reserves the right not to accept the whole or part of any tender or not to consider any tender submitted.

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

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipality Supply Chain Management Regulations)

Issued by:

Kai! Garib Local Municipality

09 Main Road

Keimoes

8860

TEL: 054 461 6700



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T1.2 TENDER DATA

The conditions of tender are as contained in the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in the Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), as termed as *SFU*.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the Kai! Garib Local Municipality .
3.3	The Tender documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's Representative/Agent is: Name: Mr. Obakeng Isaacs Physical Address: Kai!Garib Local Municipality 09 Eleven Avenue Kakamas, 8870

Clause number	Tender Data
	<p>Telephone: 054 461 6700</p> <p>Email: matthewsg@kaigarib.gov.za</p>
3.5	The language of communications is English
4.1	<p>ONLY those tenderers who satisfy the following ELIGIBILITY CRITERIA and who provide the required evidence in their tender submission, are eligible to submit tenders and have their tenders evaluated.</p> <p>The tenderer:</p> <ol style="list-style-type: none"> 1. In case of a Joint Venture/Consortium submission, shall submit a Joint Venture agreement signed by all parties. 2. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has a partnership agreement (buy and sell agreement for participating partners in this tender) in place that enables the partnership to automatically continue to function in the event of death or withdrawal of one of the partners. 3. In case of having a subsidiary arrangement, shall submit an audited proof (letter or shareholding certificate) of agreement between the holding company and the subsidiary. 4. The Tenderer must be registered on the National Treasury Central Supplier Database (CSD) and must maintain a Compliant Tax Status with the South African Revenue Service (SARS) throughout the evaluation process. 5. The use of correction fluid (e.g., Tipp-Ex) or erasable ink anywhere in the tender document is strictly prohibited. Any errors must be crossed out with a single stroke and initialed by the authorized signatory. Failure to comply will render the specific page or the entire bid non-responsive. 6. The original tender document issued by the Kai! Garib Local Municipality must be submitted in its entirety. Removing pages, replacing pages with a different format, or re-typing the document (unless explicitly permitted) will result in immediate disqualification. 7. Participation in the scheduled compulsory briefing session is mandatory. Tenderers must ensure their presence is officially recorded on the attendance register. Failure to attend and sign the register will result in the immediate disqualification of the bid. 8. The tender documents must be completed in all respects, signed off by the authorised signatory, as authorised in section 7 “Resolution for Signatory”. Wherever spaces are provided, the bidder must complete the section in permanent ink. If the information is not applicable bidders must indicate as such. 9. The Tenderer must have in its full-time employ at least one Professional Engineer (Pr.Eng) or Professional Engineering Technologist (Pr.Tech Eng) registered with the Engineering Council of South Africa (ECSA) in the Electrical Engineering discipline. 10. The Tenderer must hold a valid Professional Indemnity Insurance policy with a

Clause number	Tender Data
	minimum cover of R5 Million per claim, with the number of claims being unlimited.
4.7	There will be no clarification meeting for this tender. Bidders may submit written queries for clarification to the Employer’s Agent at matthewsg@kaigarib.gov.za until 22 May 2026 @ 12h00 . All responses to queries will be consolidated into a Clarification Circular and published on the eTender Portal and Municipal Website by 25 May 2026 . Attendance at a meeting is not a condition of tender.
4.12	No alternative tender offer will be considered.
4.13 4.15	<p>The employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of the tender box: Reception/Archive Office of Kai! Garib Local Municipality Offices.</p> <p>Physical Address: Municipal Building, 09 Main Road, Keimoes, 8860</p> <p>Telephone: 054 461 6700</p> <p>Identification details on the Tender package(s):</p> <ol style="list-style-type: none"> 1. Tender Reference: T005/2026 2. Tender Name: Framework Contract for the Appointment of a Panel of Electrical Engineering 3. Employer Address: Kai! Garib Local Municipality, 09 Main Road, Keimoes, 8860 4. Tenderer Details: Full Name of the Tendering Entity and Name of Authorized Contact Person. 5. Contact Info: Physical Address, Email, and Telephone Number of the Tenderer. 6. Submission Deadline: 29 May 2026 at 12:00 PM (Sharp).
4.13.4	The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1.
4.13.5	The tender offer shall be submitted as original, one copy of the original, and one scanned copy of the original completed and signed tender documents in a memory stick.

Clause number	Tender Data
4.13.6	Telephonic, telegraphic, telex, facsimile, or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender is as stated in the Tender Notice and the invitation to Tender (ref: T1.1)
4.16	The tender offer validity period is 90 days, exclusive of the closing date but inclusive of the 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue an addenda until 3 working days before tender closing time.
5.4	The time and location for opening the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
SFU (clause 4.3.1)	<p>1. Evaluation Process Summary</p> <p>The Employer will evaluate tenders using the Financial Offer, Quality, and Preference method (Method 4) as prescribed in Clause 5.11.5 of the CIDB Standard Uniformity in Construction Procurement (August 2019).</p> <p>The process is sequential:</p> <ul style="list-style-type: none"> • Step 1: Eligibility (Phase 1) – Administrative and Mandatory compliance completeness. • Step 2: Functionality (Phase 2) – Qualifying gatekeeper (min 70%). • Step 3: Ranking (Phase 3) – 80/20 system using a Representative Basket of Professional Services (Fee-based calculation). • Step 4: Objective Criteria Review - A mandatory assessment to ensure the highest-ranked firms are fit for purpose (e.g., assessing capacity and performance risk) as contemplated in Section 2(1)(f) of the PPPFA. • Step 5: Panel Appointment – The top three (3) ranked firms will be appointed to the framework panel. Appointments will be subject to the principle of capacity to ensure the panel collectively covers the full scope of Electrical Engineering requirements (e.g., MV Design, LV Reticulation, and Streetlighting). <p>Note: Appointments will be subject to the principle of capacity to ensure the panel collectively covers the full scope of Electrical Engineering requirements. In the event that the top-ranked firms lack a specific technical competency required for the framework, the Employer reserves the right to appoint the next-ranked firm that demonstrates such specialization.</p>

Clause number	Tender Data
	<p>2. Phase 1: Administrative and Mandatory Compliance (Eligibility)</p> <p>The Employer will conduct an initial screening of all tenders to determine responsiveness. Bidders must meet all Eligibility Criteria defined in Clause 4.1.</p> <ul style="list-style-type: none"> • Compliance Check: Tenders will be evaluated for the completeness of all mandatory returnable documents, including: <ul style="list-style-type: none"> • Valid SARS Tax Compliance PIN. • CSD Registration Report (Active status). • Proof of ECSA professional registration for the proposed project team (for PSPs). • All MBD forms (1, 4, 6.1, 8, and 9), fully completed and signed. • “No Second Chance” Rule: Bidders are reminded that this is an "as-is" evaluation. The Bid Evaluation Committee (BEC) will not request the submission of missing mandatory documents after the tender closing time. Failure to include a mandatory document will result in the tender being deemed non-responsive. • Disqualification: Failure to comply with any of the criteria stipulated in Clause 4.1 or the submission of incomplete, unsigned, or altered mandatory returnable documents will result in immediate disqualification. The bid will not be evaluated further. <p>3. Phase 2: Functional Evaluation (Quality)</p> <p>Responsive tenders will be evaluated based on the pre-defined Functionality Criteria (Experience, Key Personnel, Technical Approach and Methodology and Locality).</p> <ul style="list-style-type: none"> • Qualifying Threshold: Tenderers must achieve a minimum score of 70 points out of 100 to be considered technically competent. Bids scoring less than 70 points will be deemed non-responsive and will not proceed to Phase 3. • Evidence-Based Scoring: Points will only be awarded for criteria supported by valid, verifiable evidence. This includes original certified copies (not older than 3 months) of qualifications, professional registrations, and the Experience on similar projects/Stages of ECSA work. Points will only be awarded for projects where the Tenderer served as the Lead Consulting Engineer. Experience in sub-contracting roles or as a draughtsman will not be credited under the primary 'Experience on similar projects' criteria.

Clause number	Tender Data
	<ul style="list-style-type: none"> • "No Second Chance" Rule: The Bid Evaluation Committee (BEC) will evaluate submissions "as-is" based on the documentation provided at the tender closing time. No additional technical information, missing CVs, or incomplete project profiles will be accepted post-closing. • Gatekeeper Status: Functionality is a qualifying gatekeeper; the score achieved in this phase will not be added to the final 80/20 scoring in Phase 3. • Tie-Breaker Mechanism: In the event of a tie in the final points in Phase 3, the Functionality score from Phase 2 shall be used as the ultimate tie-breaker. The tenderer with the higher functionality score will be ranked higher. <p>4. Phase 3: Evaluation of Price and Preference Ranking</p> <p>a) Eligibility for Phase 3:</p> <p>Only tenderers who achieved the minimum functionality threshold of 70 points in Phase 2 will be evaluated for Price and Preference.</p> <p>b) Financial Offer Basis:</p> <ul style="list-style-type: none"> • Comparative Pricing: For evaluation purposes, a 'Representative Basket of Professional Services' (incorporating fixed quantities for key professional activities such as Stage 1-3 design, project management hours, and site supervision days) will be used to calculate a Comparative Tender Price (Ps). • Fixed Rates: No individual project pricing is finalized at this stage; instead, the unit rates tendered shall remain fixed for the first 12 months. The tendered Professional Fee percentages and hourly rates shall remain fixed for the first 12 months • Unbalanced Rates: The Employer reserves the right to reject any tender if the Professional Fee rates are deemed unsustainable to support the required Professional Indemnity Insurance and statutory ECSA compliance. <p>c) Scoring for Ranking (80/20 Preference Point System):</p> <p>The 80/20 preference point system shall be applied in accordance with the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the PPPFA Regulations of 2022. Tenderers will be ranked based on the sum of their Price points (80) and Specific Goals points (20).</p> <ul style="list-style-type: none"> • Price Scoring: Points are calculated using this formula: $Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$

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	<p>(Where Pt is the comparative price of the tender being scored, and Pmin is the price of the lowest acceptable tender)</p> <ul style="list-style-type: none"> Specific Goals: Points will be awarded according to the breakdown provided in the table below. <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #c00000; color: white;"> <th style="text-align: center;">The specific goals allocated points in terms of this bid</th> <th style="text-align: center;">Number of points allocated (80/20 system) (To be completed by the organ of state)</th> <th style="text-align: center;">Required Evidence for BEC Verification</th> </tr> </thead> <tbody> <tr> <td>B-BBEE STATUS LEVEL (Specific Goals)</td> <td style="text-align: center;">10</td> <td>SANAS Certificate / CSC000 Sworn Affidavit</td> </tr> <tr> <td>Who are women (51% or more)</td> <td style="text-align: center;">3</td> <td>CSD Report & ID Copies</td> </tr> <tr> <td>Who has disability (51% or more owned)</td> <td style="text-align: center;">1</td> <td>Medical Certificate / SASSA Letter</td> </tr> <tr> <td>Who is a youth (18 to 35 years) (51% or more owned)</td> <td style="text-align: center;">3</td> <td>CSD Report & ID Copies</td> </tr> <tr> <td>Total scored points</td> <td style="text-align: center;">20</td> <td></td> </tr> </tbody> </table> <p>B-BBEE Scoring: Points are allocated as follows</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="text-align: center;">B-BBEE Status Level of Contribution</th> <th style="text-align: center;">Number of Points</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">1</td><td style="text-align: center;">10</td></tr> <tr><td style="text-align: center;">2</td><td style="text-align: center;">9</td></tr> <tr><td style="text-align: center;">3</td><td style="text-align: center;">7</td></tr> <tr><td style="text-align: center;">4</td><td style="text-align: center;">6</td></tr> <tr><td style="text-align: center;">5</td><td style="text-align: center;">4</td></tr> <tr><td style="text-align: center;">6</td><td style="text-align: center;">3</td></tr> <tr><td style="text-align: center;">7</td><td style="text-align: center;">2</td></tr> <tr><td style="text-align: center;">8</td><td style="text-align: center;">1</td></tr> <tr><td style="text-align: center;">Non-Compliant Contributor</td><td style="text-align: center;">0</td></tr> </tbody> </table> <p>Verification: Failure to provide required evidence (SANAS certificates/Sworn Affidavits/Supporting Docs) will result in zero points for that category. In the case of a Joint Venture, a Consolidated B-BBEE Certificate issued by a SANAS-accredited agency is mandatory.</p>	The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Required Evidence for BEC Verification	B-BBEE STATUS LEVEL (Specific Goals)	10	SANAS Certificate / CSC000 Sworn Affidavit	Who are women (51% or more)	3	CSD Report & ID Copies	Who has disability (51% or more owned)	1	Medical Certificate / SASSA Letter	Who is a youth (18 to 35 years) (51% or more owned)	3	CSD Report & ID Copies	Total scored points	20		B-BBEE Status Level of Contribution	Number of Points	1	10	2	9	3	7	4	6	5	4	6	3	7	2	8	1	Non-Compliant Contributor	0
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Clause number	Tender Data
	<p>d) Ranking Protocol:</p> <p>The Employer will rank tenderers based on their final total score (Price + Specific Goals) out of 100 points. The following protocol shall be applied to ensure a fair and transparent ranking process:</p> <p>a. Initial Ranking</p> <p>Tenderers shall be ranked from highest total points to lowest.</p> <p>b. Tie-Breaking Hierarchy</p> <p>In the event that two or more tenderers score the same total points, the following order of precedence shall be applied to determine the ranking:</p> <ul style="list-style-type: none"> • Priority 1: The tenderer scoring the highest points for Specific Goals. • Priority 2: If points for Specific Goals are equal, the tenderer scoring the highest points for Functionality (Phase 2) shall take precedence. • Priority 3: Should a tie still persist, the ranking shall be decided by a public drawing of lots facilitated by the Accounting Officer or their delegated authority. In the event of a public drawing of lots, the affected tenderers shall be invited to witness the process to ensure full transparency. The outcome shall be recorded in the final Bid Evaluation Report and signed by all present BEC members. <p>5. Objective Criteria Review</p> <p>Following the initial ranking, the Employer reserves the right to apply Objective Criteria as contemplated in Section 2(1)(f) of the PPPFA. The Employer may bypass a higher-ranked tenderer for the issuance of a specific Task Order based on verifiable evidence in the following areas:</p> <ul style="list-style-type: none"> • Professional Capacity: Availability of key professional staff (Engineers/Technologists) nominated in the tender. If a firm’s key personnel are committed to other high-value municipal projects, the Employer may bypass them to avoid project delays. • Deliverable Quality: Documented record of failing to deliver compliant ECSA Stage 1-6 reports, failure to secure Wayleaves within required timeframes, or incompetence regarding grid code standards. • Performance Record: Documented record of poor performance, failure to attend site meetings, or non-compliance with professional health and safety obligations.

Clause number	Tender Data						
	<ul style="list-style-type: none"> • Financial Risk: If a bidder is deemed a high financial risk (e.g., undergoing business rescue/liquidation), the Employer may bypass the firm to protect the continuity of infrastructure design. • Operational Redundancy: To ensure all panel members maintain active familiarity with the municipal grid and electrical infrastructure requirements, the Employer may distribute Task Orders to avoid reliance on a single service provider. <p>6. Panel Appointment and Rotation</p> <ul style="list-style-type: none"> • Appointment: The Employer intends to appoint a maximum of three (3) tenderers to the Framework Agreement. • Ranking: Tenderers will be ranked 1 to 3 based on their final total score. Only those who meet the 70-point functionality threshold and are deemed responsive will be eligible for appointment. • Ranked Rotation Strategy: The primary mechanism for Task Order allocation shall be the sequential rotation (1st, 2nd, 3rd). • Complexity-Based Assignment: Notwithstanding the ranked order, the Employer reserves the right to assign Task Orders based on the specific technical specialization of the panel members (e.g., Protection coordination, Wayleave management, or MV/LV reticulation design) to ensure the highest quality of engineering output. • Rotation Logic: Task Orders will be offered sequentially. If a ranked tenderer is unable to accept a Task Order, or if the technical requirements of the project exceed their specific expertise or current capacity, the Employer will bypass that firm for that specific order and proceed to the next-ranked tenderer, without prejudice to the firm’s future position on the panel. • Panel Maintenance: Should a panel member’s professional registration, PI insurance, or capacity status change, the Employer may bypass that firm or appoint the next-ranked eligible firm from the original bid list. 						
5.11.9	<p>A Tender scoring below <u>70 points</u> in Functionality shall be considered as DISQUALIFIED for further evaluation and shall be discarded from evaluation.</p> <table border="1" data-bbox="336 1906 1501 1975"> <thead> <tr> <th data-bbox="336 1906 616 1975">Functionality Criterion</th> <th data-bbox="616 1906 1358 1975">Focus Area</th> <th data-bbox="1358 1906 1501 1975">Weighting</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Functionality Criterion	Focus Area	Weighting			
Functionality Criterion	Focus Area	Weighting					

Clause number	Tender Data		
	1. Institutional Experience	Relevant ECSA Stage 1–6 project experience in MV/LV electrical infrastructure.	40
	2. Key Personnel Competency	Professional registration (ECSA), experience, and availability of key design/site staff.	40
	3. Technical Approach & Quality	Methodology, Wayleave management, and ISO/QMS systems.	15
	4. Local Socio-Economic Impact	Physical presence of a registered office within the municipal jurisdiction.	5
	TOTAL		100
5.11.9	Functionality criteria are broken down into sub-criteria in the table below:		
	Functionality Criterion	Sub-Criteria / Focus Area	Max Points
	1. Institutional Experience	Cumulative project value >R10M	20
		Relevant Electrical Projects Completed	20
	2. Key Personnel	Lead Electrical Engineer (Pr.Eng/Tech)	20
		Lead Electrical Designer (Pr.Techni)	10
		Construction Monitor (N6/Dip/Deg)	10
	3. Technical Approach & Methodology	Stage 1–3 Design & Tender Documentation Strategy	5
		Quality Control & ISO Compliance	5
	4. Local Impact	Physical Office within Municipality	10
	TOTAL		100
5.13	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> Regulatory Standing: The tenderer, or any of its directors/shareholders, is not listed on the Register of Tender Defaulters or the National Treasury’s List of Restricted Suppliers. CSD Registration: The tenderer is registered on the National Treasury’s Central Supplier Database (CSD) and has an "Active" tax status at the time of closing. Administrative Integrity: The tenderer has fully completed and signed all required MBD forms (specifically MBD 1, 4, 6.1, 8, and 9). Note: Incomplete, unsigned, or improperly altered forms will render the bid non-responsive. 		

Clause number	Tender Data
	<p>4. Legal Authority: The tenderer has submitted a formal Resolution of the Board of Directors/Members (specific to this bid) authorizing the signatory. Only a duly authorized official may sign the bid submission.</p> <p>5. Professional Capacity: The tenderer has demonstrated the requisite professional capacity, including proof of active Professional Indemnity (PI) insurance and relevant ECSA professional registrations for the proposed key personnel.</p> <p>6. Performance Record: The tenderer has not:</p> <ol style="list-style-type: none"> a) Abused the Employer's Supply Chain Management System. b) Failed to perform on any previous contract, as evidenced by a formal written notice of breach. c) A conflict of interest that compromises the tender process or the Employer's best interests. <p>7. Submission Completeness: The tenderer has completed all compulsory declarations and submitted all mandatory returnable schedules as per the List of Returnable Documents.</p>
5.14	<p>Contract Documentation and Execution</p> <ul style="list-style-type: none"> • Contract Signing: Upon notification of award, the successful Tenderer will be required to sign the Contract Agreement. The Employer will provide the contract documents in duplicate (two original sets). • Execution: One original signed set shall be retained by the Employer, and one original signed set shall be returned to the Tenderer. The Contract Agreement encompasses the Framework Agreement terms and conditions, while individual Task Orders shall serve as the specific service directives. No amendment to the Framework Agreement or a Task Order shall be binding unless reduced to writing and signed by the duly authorized representatives of both parties. • Effective Date: The contract shall be deemed to have commenced on the date of the last signature (the "Effective Date"). <p>No Variation: No amendments, variations, or alterations to the signed contract shall be of any force or effect unless reduced to writing and signed by both the Employer and the Service Provider.</p>
5.17	Additional Conditions of Tender: Specification and Equivalence

Clause number	Tender Data
	<ul style="list-style-type: none"> • Descriptive Reference: Wherever a brand name, catalogue number, or specific proprietary product is referenced in this document, it is intended to be descriptive and not restrictive. • Submission of Equivalents: Tenderers offering an alternative must explicitly identify the proposed product/model and provide a detailed comparison against the specified item. • Technical Compatibility: All proposed alternatives must be fully compatible with the Municipality's existing electrical infrastructure, protection coordination settings, and maintenance protocols. Furthermore, where specific software or design platforms are stipulated, the Employer may consider equivalent platforms, provided the Service Provider demonstrates full digital compatibility with the Municipality's GIS and Asset Management databases. The burden of proof for interoperability remains solely with the Service Provider • Supporting Evidence: Tenderers must submit technical data sheets, SABS/IEC/NRCS certifications, and performance characteristics demonstrating that the alternative meets or exceeds the original specification. • Determination of Equivalence: The Employer reserves the sole right to determine whether a proposed alternative is equivalent or superior. The decision of the Employer's Engineer or authorized official shall be final and binding. • Failure to Comply: Alternatives submitted without the required technical proof will be rejected, and the bid will be evaluated against the original specification.
5.17	<p>Cancellation and Re-invitation of Tenders</p> <p>Kai! Garib Local Municipality may, prior to the award of the tender, cancel the tender if:</p> <ol style="list-style-type: none"> a) Due to changed circumstances, there is no longer a need for the services, works, or goods requested; b) Funds are no longer available to cover the total envisaged expenditure; c) No acceptable tenders are received; d) The tender validity period has expired; e) Gross irregularities exist in the tender process or tender documentation; or f) No market-related offer is received (following unsuccessful price negotiation). <p>Notification and Publication: The decision to cancel the tender will be communicated in writing to all bidders who submitted a response. Where applicable, the cancellation will be published on the CIDB website, the eTender Portal, and the media in which the original tender was advertised.</p> <p>Right to Modify: The Municipality reserves the right to review, amend, and improve the specifications or scope of work following a cancellation prior to re-inviting the tender.</p>
	<p>The additional conditions of tender are:</p> <p>Additional Conditions of Tender: Two-Round Competitive Selection</p>

Clause number	Tender Data
	<p>1. First Round (Framework Appointment) Tenderers shall submit a financial offer based on standardized rates and percentage fees (Part C2). Following the evaluation (Phase 1–4), the Employer will appoint a panel of the highest-scoring tenderers to the Framework Agreement.</p> <p>2. Second Round (Task Order Issuance) As requirements arise, the Employer will issue a Task Order Request to panel members.</p> <ul style="list-style-type: none"> • Task Order Pack: Each request will include the project-specific Scope (C3), Pricing Data (C2), and any project-specific Returnable Documents. • Capability & Integrity Verification: Before a Task Order is awarded, the Employer will verify: <ul style="list-style-type: none"> • Availability: That the specific Key Personnel (Category 2 Engineer, etc.) committed in the tender are available and remain professionally registered (ECSA). • Conflict of Interest: That the panel member has no new conflict of interest relative to the specific project. • Rotation & Allocation: Task Orders will be issued based on the Ranked Rotation Strategy, provided that the firm possesses the technical specialization required for the specific project complexity. Failure to demonstrate current capability or technical fit will result in the Task Order being offered to the next firm in the rotation, without prejudice to the panel member’s status.
	<p>TENDER AWARD AND RANKING</p> <ul style="list-style-type: none"> • Award Principle: The tenderer obtaining the highest total points (price + specific goals) will be ranked 1st in the framework rotation, followed by the 2nd and 3rd, subject to the application of objective criteria as contemplated in section 2(1)(f) of the pppfa. • Comparative Basis: Points are calculated after all financial offers (professional fee percentages and hourly rates) are converted to a comparative tender price (ps) using the representative basket of services. • Precision: All final scores shall be rounded to two decimal places. • Tie-breaker Hierarchy: In the event of equal total points, the ranking shall be determined as follows: <ul style="list-style-type: none"> • Priority 1: The tenderer with the highest points for specific goals.

Clause number	Tender Data
	<ul style="list-style-type: none"> • Priority 2: The tenderer with the highest points for functionality (phase 2). • Priority 3 (Lottery): If a tie persists, the ranking shall be decided by a public drawing of lots, facilitated by the accounting officer or their delegate. • Audit Trail: All ranking decisions, including any tie-breaking actions, shall be minuted in the bid evaluation report and signed by all voting members of the bec. <p>ADDITIONAL CONDITIONS OF TENDER</p> <p>A. Joint Venture: Tenders may form a joint venture (JV) acceptable to the Employer. In a JV, the Lead Partner must hold the primary ECSA professional registration required to execute the electrical engineering design services.</p> <p>B. Costs incurred by Bidder: The Employer is not responsible for any expenses incurred by the Tenderer in the preparation of the tender or attendance at briefing sessions.</p> <p>C. Acceptance of Bid: The Employer does not bind itself to accept the lowest or any tender and reserves the right to reject any tender without providing reasons.</p> <p>D. Withdrawal/Default Liability: Should a Tenderer withdraw their offer, fail to execute the Contract, or fail to provide the required PI Insurance/Guarantees, the Tenderer shall be liable for all associated damages, including the costs of a fresh tender, price escalations, and the difference in cost between the original and the subsequent appointment. The Employer reserves the right to set off these damages against any other monies due to the Tenderer.</p> <p>E. Repudiation and Anti-Corruption: The Employer reserves the right to repudiate any Bid or declare a Contract invalid if, in its reasonable opinion, the Tenderer or any associated person has engaged in bribery, fraud, collusion, or anti-competitive practices (e.g., bid-rigging or unauthorized price disclosure) in connection with this tender. This is in addition to, and without prejudice to, any other legal remedies available to the Employer under the Prevention and Combating of Corrupt Activities Act (PRECCA) of 2004.</p> <p>F. South African Jurisdiction: The laws of the Republic of South Africa apply to each Contract created by the acceptance of a Tender. Each Tenderer shall specify a physical address within the Republic as its domicilium citandi et executandi for the service of legal process. The Tenderer irrevocably submits to the jurisdiction of the South African Courts.</p> <p>G. Amendments to Tender by Employer</p>

Clause number	Tender Data
	<p>a) Arithmetical Errors: The Employer shall correct arithmetical errors according to CIDB Practice Note #2 (August 2006):</p> <ul style="list-style-type: none"> i) Discrepancy between figures and words: The amount in words governs. ii) Line item error: The product of the unit rate and quantity governs; the rate shall be corrected. iii) Total sum error: The "Total Tendered Price" governs; the bidder will be requested to revise unit rates to align with the fixed Total Tendered Price. <p>b) Imbalance in Tender Rates: If the Employer identifies rates that are excessively high, low, or unbalanced (not market-related), the Tenderer may be required to provide cost-breakdown evidence. If the Employer remains dissatisfied, the Tenderer may be required to amend specific rates to achieve a balanced tender, provided that the Total Tendered Sum remains unaltered.</p>



KAI! GARIB LOCAL MUNICIPALITY

TENDER NO:

PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

T2 RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

A. Documentation to demonstrate eligibility to have tenders evaluated.

The required documentation as listed in **Clause 4.1 of T1.2 Tender Data**, must be submitted along with the tender for determining the eligibility of the tender.

Failure to comply with the eligibility criteria above (A) shall result in the tenderer's tender not being evaluated.

B. Returnable schedules required for tender evaluation purposes.

The tenderer must complete the following returnable schedules as relevant, which are attached here with the tender documents.

1. MBD 1 - Invitation to Bid
2. MBD 4 - Declaration of Interest
3. MBD 6.1 – Preference Points claim form.
4. Samples of CSC000 sector coders Sworn Affidavits- A. EMEs and B. QSES (For tenderers with no B-BBEE Certificates)

5. CSD report Annexure

6. Tender's certificates Annexure

7. Resolution for Signatory

8. Certificate of Joint Ventures

9. **Schedule 1:** Experience of the tenderer

10. **Schedule 2:** Experience of key person

11. **Schedule 3:** Technical Approach and Methodology

12. **Schedule 4:** Locality Of The Tenderer's Firm

13. Standardized Fee Declaration

C. Other documents contained herein in the tender documents required for tender evaluation purposes as listed below.

1. Record of Addenda to Tender Documents

2. Proposed Amendments and Qualifications

D. Documentation that will be used for evaluation and to incorporate into the contract, if the tender offer results in an award

1. The offer portion of C1.1 Form of offer and acceptance

2. Part 2 of C1.2 Contract data relevant to the tenderer

3. C2.2 Activity Schedule

T2.2 RETURNABLE SCHEDULES

1. PART A – INVITATION OF BID

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

<p>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>		<p>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p>

- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

2. MBD 4 - BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors/trustees/shareholders/members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, or prices, including methods, factors, or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

² 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.

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

3. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this bid is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this bid. The lowest/highest acceptable bid will be used to determine the accurate system once bids are received.

1.3 Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive bidding process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“bid for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulations 4(2);5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid, the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—
 - a. an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or

- b. any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the bid and points claimed are indicated per the table below.

Note to bidders: The bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
B-BBEE STATUS LEVEL (Specific Goals)	10	
Who are women (51% or more)	3	
Who has disability (51% or more owned)	2	
Who is a youth (18 to 35 years) (51% or more owned)	5	
Total scored points	20	

Note: Points for Women, Disability, and Youth will be verified strictly against the Central Supplier Database (CSD) Summary Report. Tenderers must ensure their CSD profile is updated and reflects the correct shareholding percentages and demographic data at the time of tender closure. Disability claims must be supported by a medical certificate or SASSA letter.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the bid, qualify the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of the contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF BIDDER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

4. SAMPLES OF GENERIC SECTOR CODERS SWORN AFFIDAVITS- A. EMES AND B. QSES (FOR TENDERERS WITH NO B-BBEE CERTIFICATES SWORN AFFIDAVIT - TEMPLATES

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB: CHOOSE ONE i.e. EME or QSE!!!!)

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (EME)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop, etc.):			
Nature of Construction Business:	BEPs (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term that means Africans, Coloureds, and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date 		

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended

Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black woman Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____%
 - o Black Disabled % _____%
 - o Black Unemployed % _____%
 - o Black People living in Rural areas % _____%
 - o Black Military Veterans % _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed **by ticking the applicable box below.**

Contractor / Consultancy	R10 million	
Supplier	R10 million	

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

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent

Signature: _____ Date: _____

Commissioner of Oaths

Signature & stamp

Date: _____

B-BBEE EXEMPTED AFFIDAVIT FOR QUALIFYING SMALL ENTERPRISES (QSE)

Issued in terms of paragraph(s) 9.6 and 12.6 (Implementation Guide for PPR 2017) and Paragraph(s) 3.7 & 5.1 of NT Circular No. 5 of 2016/2017

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:		
Trading Name (If Applicable):		
Registration Number:		
Enterprise Physical Address:		
Type of Entity (CC, (Pty) Ltd, Sole Prop, etc.):		
Nature of Construction Business:	Supplier / Service provider	Consultancy services Supplier
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term that means Africans, Coloureds, and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date 	

3. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by

Tender No:

Initials:

Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____%
 - o Black Disabled % _____%
 - o Black Unemployed % _____%
 - o Black People living in Rural areas % _____%
 - o Black Military Veterans % _____%

Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____ (DD/MM/YY), the annual Total Revenue was equal to/or less than the applicable amount confirmed **by ticking the applicable box below.**

Contractor / Consultancy services	R50 million	
Supplier	R50 million	

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

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent

Signature: _____ Date: _____

Commissioner of Oaths
Signature & stamp
Date:

5. CSD REPORT ANNEXURE - PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)

6. VALID CERTIFICATES OF A TENDERER

(ATTACH HERE)

7. RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

8. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE		
SCMU NUMBER		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

9. EVALUATION SCHEDULE 1: TENDERER'S EXPERIENCE (40 points)

a) Requirements

The experience of the tenderer as a legal entity (as opposed to individual key staff) must be for completed work within the previous 10-year period from the date of the tender advertisement.

Tenderers shall provide a concise narrative for each project listed, clearly detailing the Technical Complexity (e.g., voltage levels, number of connections, substation capacity, or specialized protection schemes). The description must explicitly confirm the bidder's role as the Main/Principal Consultant.

Only experience relating to the planning, design, and project management of MV and LV Electrical Reticulation Infrastructure (including substations, overhead lines, and underground cabling) will be considered relevant for this framework.

b) Points Scoring

1. The scoring of the tenderer's experience will be as follows:

20 points

- a) Less than 3 projects = 0 points
- b) 3 to 5 projects = 10 points
- c) 6 to 8 Projects = 15 Points
- d) 9 or more projects = 20 points

2. Highest value (Total Project Value) of a completed single project of the type of projects mentioned in item 1

20

points

- a) Below R 2 Million = 0 points
- b) R 2 Million to below R 5 Million = 10 Points
- c) R 5 Million to below R 10 Million = 15 Points
- d) R 10 Million and above = 20 points

Total

40 points

c) Means of Verification

Tenderers must submit Completion Certificates (Practical or Final) for each project claimed. These must be accompanied by the corresponding Appointment Letter and a Signed

Reference Letter on the Client's official letterhead. Only projects verified by a signed Completion Certificate will be scored; project lists without supporting certificates will be disregarded.

For the purpose of this evaluation, Practical Completion Certificates (Stage 5) are acceptable, provided they are signed by the Client/Employer and confirm that the infrastructure is energized and operational.

d) Listing of Completed Projects

Tenderers are requested to list a maximum of five (5) highest value projects including contactable references by completing **SCHEDULE OF COMPLETED PROJECTS** appended to this schedule on the next page.

Schedule of Completed Projects

No	Name and Brief Description of the Project	Value in Rands R'000	Date		Employer		
			Started	Completed	Name of employer	Contact Person	
						Name and Surname	Tel. No
1.							
2.							
3.							
4.							
5.							

NB: Tenderers should bear in mind that claims about the number of projects completed and the respective values will be verified in a number of ways, including contacting references. Kai!Garib Local Municipality reserves the right to verify all information presented by the tenderer.

Tender No:

Initials:

TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION THEREOF TO AN ATTACHMENTS. PLEASE ATACH ONLY INFROMATION REQUESTED BY THE EMPLOYER.

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both are true and correct.

SignatureDate:.....

Name and Surname:.....Position:.....

Enterprise Name:.....

10. EVALUATION SCHEDULE 2: EXPERIENCE AND QUALIFICATIONS OF THE KEY PERSONNEL (40 points)

a) Summary

The experience of all key personnel will be evaluated in relation to their respective academic qualifications, professional registration, and experience. For the purpose of this framework, personnel are classified into the following four categories.

Category	Role Title	Key Responsibilities & Level of Authority
Category 1	Principal Director	Legal & Contractual Accountability: Responsible for the overall delivery of the framework, signing off on PI Insurance, and managing the high-level relationship with the Municipality. They handle dispute resolution and contractual amendments.
Category 2	Lead Electrical Engineer	Technical Signatory: The primary professional responsible for the "Normal Services" (Stages 1–6). They must sign and stamp all design reports, drawings, and completion certificates. They ensure compliance with SANS 10142 and NRS standards.
Category 3	Professional Support	Project Management & Design: Conducts detailed design calculations, prepares tender specifications, and performs regular site inspections. They manage the day-to-day technical progress and verify the Contractor's claims for payment.
Category 4	Technical Support Staff	Field Work & Documentation: Responsible for data collection, site measurements, "As-Built" CAD drawings, and administrative support. This includes Junior Technicians or N6-level staff conducting basic site monitoring.

Note: Bidders must ensure that the proposed personnel meet the minimum requirements of their assigned category to earn the corresponding points. All personnel submitted by the tenderer cannot be changed without prior written approval from the employer. As per clause 7.2.2 of the Standard Professional Service Contract.

The experience of all the key personnel will be evaluated in relation to their respective academic qualifications, professional registration (Where Applicable), and experience (as explained herein in this schedule) on projects having the scope of work relevant to this project and positions proposed by the tenderer. For foreign qualifications, a SAQA certificate must be submitted.

b) Requirements

For the Electrical Engineering Professional Services, the key personnel must collectively possess the legal authority and technical expertise to design, monitor, and certify complex electrical infrastructure in accordance with the Engineering Profession Act and SANS 10142 standards. At a minimum, the team must be led by a Lead Electrical Engineer holding a Pr.Eng or Pr.Tech Eng registration with ECSA to ensure professional design liability and sign-off capacity. Supporting roles, such as the Construction Monitor and Lead Designer, must

demonstrate verified competency through a minimum of 3 to 15 years of project-specific experience in HV/MV/LV reticulation or building services.

As per Clause 7.2.2 of the PSC, any substitution of these individuals requires prior written approval and must strictly meet or exceed these original tender-defined qualifications to maintain the contract's professional indemnity and functionality scoring. Tenderers must submit CVs of nominated key personnel referring to this schedule, preferably using font Arial regular 11 points having margins at each side no less than 2,54 cm and line spacing 1,50 for each of the proposed key personnel.

While Category 1 personnel (Directors/Principals) must be listed in the **Activity Schedule (C2.2)** for billing purposes, they **will not be evaluated** or assigned points under the Functionality (Quality) Criteria.

Scoring focuses exclusively on the technical 'engine room' (Categories 2, 3, and 4). Any proposed personnel cannot be changed without prior written approval (SPSC Clause 7.2.2), and replacements must meet or exceed the original qualifications to maintain the contract's Professional Indemnity (PI) integrity.

c) Means of Verification

Tenderers are required to submit certified copies of academic qualifications and valid professional registration certificates (ECSA) for all Key Personnel. Detailed CVs (maximum 4 pages per person) must be provided, highlighting relevant project experience.

Note: For any personnel with international degrees, the **SAQA Evaluation Certificate** is mandatory. Without it, the NQF level cannot be verified, and the personnel will receive **0 points** for the "Academic" portion of the scoring.

Mandatory Note: Verification of ECSA registration is a compulsory eligibility criterion for the Lead Electrical Engineer. Failure to provide the required proof for this role will result in the tender being declared non-responsive. For other key personnels these documents will be used to score the Functionality (Quality) Criteria as set out in T1.2 Tender Data.

d) Scoring

The scoring of the experience of key person staff will be as per the table below:

Key Personnel	=	40 Total Points
1. Lead Electrical Engineer (Category 2)	=	(20 points)
1.1. Experience	=	10 points
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	3 points
c) 7 to below 10 years	=	5 points
d) 10 years and above	=	10 points

Key Personnel	=	40 Total Points
1.2. Qualifications plus Pr. Eng or Pr.Tech Eng. ECSA professional registration.	=	10 points
a) Qualification below NQF Level 7: BEngTech, Advanced Diploma, or Higher Diploma in Electrical Engineering.	=	0 points
b) NQF Level 7: BEngTech, Advanced Diploma, Higher Diploma in Electrical Engineering or BTech in Electrical Engineering	=	5 points
c) NQF Level 8: BSc Eng, BEng, or BEngTech Hons	=	10 points
Total		20
2. Lead Electrical Designer/Modeler (Category 3)	=	(10 points)
2.1. Experience	=	5 points
a) Below 3 years	=	0 points
b) 3 to below 6 years	=	1 points
c) 6 to below 10 years	=	3 points
d) 10 years and above	=	5 points
2.2. Qualifications plus Pr. Eng or Pr.Tech Eng. or Pr. Eng Tech ECSA professional registration.		5 points
a) Qualification below National Diploma or Degree or B Tech in Electrical Engineering	=	0 points
b) NQF Level 6 (National Diploma in Electrical Engineering)	=	3 points
c) NQF Level 7: (BEngTech, Advanced Diploma, or Higher Diploma in Electrical Engineering).	=	5 points
Total		10
3. Construction Monitor/Clerk of Works (Category 4)	=	(10 points)
3.1 Experience	=	5 points
a) Below 5 years	=	0 points
b) 5 to below 7 years	=	1 points
c) 7 to below 10 years	=	3 points
d) 10 years and above	=	5 points
3.2 Qualifications	=	5 points
a) Qualification below an NQF Level 6: National Diploma in Electrical Engineering	=	0 points
b) NQF Level 6 (National Diploma in Electrical Engineering)	=	3 points
c) NQF Level 7: (BEngTech, Advanced Diploma, or Higher Diploma in Electrical Engineering).	=	5 points
Total		10

e) List of Key Personnel

Tenderers are requested to list key personnel by completing **SCHEDULE OF KEY PERSONNEL** appended to this schedule on the next page.

SCHEDULE OF KEY PERSONELL				
No	Key Personnel	Name and Surname	Qualifications and Proof of Registration with Professional body	Total Number of years of experience after Qualification
1.	Lead Electrical Engineer			
2.	Lead Electrical Designer			
3.	Construction Monitor (Clerk of Works)			
4.	Construction Health and Safety Officer		Qualification:	
			Name of Professional Body:	
			Date Registered:	

Kai!Garib Local Municipality reserves the right to verify all information presented by the tenderer.

TENDERERS ARE REQUESTED TO COMPLETE THE ABOVE TABLE AND REFRAIN FROM REFERING THE COMPLETION OF THE ABOVE TABLE TO AN ATTACHMENTS. PLEASE ATTACH ONLY INFORMATION REQUESTED BY THE EMPLOYER.

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both true and correct.

Signed: _____ Date _____

Name: _____ Position _____

Enterprise name: _____

11. EVALUATION SCHEDULE 3: TECHNICAL APPROACH AND METHODOLOGY (10 Points)

Requirement Description	Method of Verification (MOV)	Points Scoring (0-5)	Weight	Total
1. ECSA Stage 1-3 Design Logic: Understanding of electrical design, grid constraints, and optimal reticulation layouts.	Technical narrative & Preliminary designs submitted.	0-5	30%	
2. ECSA Stage 4 Evaluation: Demonstrated proficiency in tender documentation, technical specification, comparative bid analysis, and procurement recommendation reports.	Technical narrative on procurement processes, evaluation criteria, and contract administration for electrical projects.	0-5	30%	
3. Construction Monitoring (Stage 5): Procedures for quality control, site inspection, and digital "As-Built" verification.	Methodology on site supervision & site meeting protocols.	0-5	20%	
4. Quality Control & ISO Compliance: Internal review cycles ("Check-Review-Approve") and ISO/QMS systems.	Copy of QMM, ISO 9001, or documented internal audit protocols.	0-5	20%	
GRAND TOTAL			100%	

Evaluation Rubric (The "Score" Guide)

Score	Rating	Definition
0	Non-responsive	No response provided or completely irrelevant to the project.
1	Poor	Generic response, lacks understanding of the Kail Garib municipal context.
2	Below Average	Demonstrates basic knowledge but lacks specific workflows, procedures, or the required engineering detail.
3	Good	Clear understanding of the ECSA stage; proposes standard and compliant procedures that align with municipal/CIDB requirements.
4	Very Good	Comprehensive; provides specific project workflows, risk mitigation, and demonstrates clear proactive engineering management
5	Excellent	Exceptional detail; proposes innovative but practical solutions; includes robust internal quality systems and high-level digital reporting/GIS integration.

Operational Tips:

1. **The "Non-Compliance" Clause:** If a tenderer does not provide at least one of the four components listed above, the BEC should consider the submission "non-responsive" for

this criterion, as it indicates a failure to understand the professional requirements of the framework.

2. **Evidence-Based Scoring:** If the bidder claims they have an ISO system but provides no proof (QMM manual or certificate), they cannot score higher than a 1.

12. SCHEDULE 4 LOCALITY OF THE TENDERER'S FIRM (10 points)

1. Summary

The Locality criterion is designed to ensure the Municipality appoints Professional Service Providers who are geographically positioned to provide rapid response, lower travel costs, and local economic support. For this framework, "Locality" refers to the physical presence of a fully functional office belonging to the tendering entity. While a firm may have multiple branches, points will only be awarded based on the office from which the proposed Key Personnel (Categories 2, 3, and 4) will primarily operate for the duration of the 36-month contract.

2. Points Scoring

Points are allocated on a tiered basis to prioritize proximity to the Kai! Garib Local Municipality and the ZF Mgcawu District. The maximum available points for this schedule is 5 points.

Locality Tier	Geographic Definition	Points
Tier 1: Local	Main or Branch Office located within Kai! Garib Local Municipality.	10
Tier 2: District	Main or Branch Office located within ZF Mgcawu District (outside Kai! Garib).	5
Tier 3: Provincial	Main or Branch Office located within the Northern Cape Province (outside the ZFM Region).	3
Tier 4: National	The office is located outside the Northern Cape Province in RSA.	0

3. Means of Verification and Evidence

To claim points under this schedule, the Tenderer must submit the following documentation. Failure to provide verifiable evidence will result in zero points for Locality:

- **Proof of Address:** A Utility Bill (Electricity, Water, or Rates account) from the local municipality, not older than three (3) months from the tender closing date, issued in the name of the tendering entity.
- **Lease Agreement:** In cases where the firm does not own the property, a signed and valid Lease Agreement (valid for at least 12 months from the date of tender closure) must be provided.
- **Affidavit/Declaration:** A sworn affidavit confirming that the office is a functional professional workspace (not a residential address or "virtual office") and that the proposed Category 2 and 3 personnel will be stationed or managed from this location.

Note: The Employer (Kai! Garib Municipality) reserves the right to conduct a physical site inspection of the premises prior to the final award or during the Task Order stage to verify the status of the office and its capacity to support the framework.

The undersigned, who warrants that s/he is duly authorised to do so on behalf of the enterprise, confirms that the content of the reference letter(s) presented by the tenderer are within his/her personal knowledge and are to the best of his/her knowledge both true and correct.

Signed: _____ Date _____

Name: _____ Position _____

Enterprise name: _____

13. STANDARDIZED FEE DECLARATION

Project Title: Appointment of a Panel of Professional Electrical Engineering Service Providers (PSP) for a 36-Month Framework.

I/We, the undersigned, duly authorized to represent [Tenderer Name]: _____, hereby declare that:

- 1. **Fixed-Rate Commitment:** I/We have submitted our pricing in the Activity Schedule (C2.2). I/We commit to these percentage fees and hourly rates for the duration of the 36-month framework, acknowledging that they are firm for the first 12 months, with annual CPI-linked adjustments thereafter.
- 2. **Comparative Basis Acknowledgement:** I/We acknowledge that the "Representative Basket of Professional Services" used for evaluation is an estimation for comparative purposes only. I/We accept that the Employer does not guarantee any specific quantum of work or minimum contract value.
- 3. **Inclusivity & Overheads:** I/We declare that all tendered rates are fully inclusive of all administrative, software, and overhead costs. No additional mark-ups, management fees, or hidden costs shall be added to Disbursements or Provisional Sums.
- 4. **No Variation:** I/We acknowledge that any work performed shall be subject to the formal issuance of a Task Order and that no work shall commence until such a document is fully signed by the Employer's authorized official.
- 5. **Professional Responsibility:** I/We confirm that all services will be rendered by the Key Personnel identified in our submission, in compliance with the Engineering Profession Act (Act 46 of 2000) and all relevant ECSA codes of conduct.

Signed at Place _____ on this Day _____ of [Month] _____ 2026.

Signature of Authorized Signatory: _____

Name and Designation: _____

[COMPANY STAMP]

C. OTHER DOCUMENTS CONTAINED HEREIN IN THE TENDER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES AS LISTED BELOW.

14. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

15. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer



KAI! GARIB LOCAL MUNICIPALITY

TENDER NO.....

PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

THE CONTRACT

Based on

CIDB Standard Professional Services Contract, 3rd version of July 2009

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Occupational Health & Safety (Section 37.2 Agreement)

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and by submitting this Offer, agrees to be appointed to the **Panel of Professional Electrical Engineering Service Providers** for a 36-month framework.

The Tenderer offers to perform the services as and when instructed by the Employer via a formal Task Order, in accordance with the terms and conditions of the Standard Professional Services Contract (July 2009) and at the rates and percentage fees provided in the Activity Schedule (C2.2).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document (including the Schedule of Deviations, if any) to the Tenderer before the end of the period of validity. Thereupon, the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the Contract Data.

Signature

Date:

.....

Name

Capacity

For the tenderer:

.....
(Insert name and address of

Name &
signature
of witness

organisation)

Date

.....

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer accepts the Tenderer's Offer to be admitted to the **Panel of Professional Electrical Engineering Service Providers**. In consideration thereof, the Employer shall pay the Service Provider the amount due for services rendered as defined in individual Task Orders, calculated in accordance with the Conditions of Contract and Pricing Data. Admission to this panel does not guarantee the allocation of any work.

The terms of the contract are contained in:

- **Part C1:** Agreements and Contract Data (which includes this Form of Offer and Acceptance)
- **Part C2:** Pricing Data
- **Part C3:** Scope of Work
- **Part C4:** Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above-listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Service Provider shall, within two weeks of receiving a completed copy of this agreement (including the Schedule of Deviations, if any), contact the Employer's agent to arrange the delivery of any proof of professional indemnity insurance and any other documentation to be provided in terms of the conditions of contract. Failure to fulfill these obligations shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why

they cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature _____ Date: _____

Name(s) Mr. Obakeng Isaacs

Capacity Municipal Manager

For the Kai! Garib Local Municipality
Employer

Schedule of Deviations

1 Subject: Additional Conditions: Tender Data

Details: Reference is made to the additional Conditions as reflected in the Tender Data: Part T1 of this document to be noted by the Tenderer and will form part of the contract as reflected in this schedule. The additional conditions are as follows;

Condition D. Withdrawal of Tender during validity or Failure in signing Contract Agreement at Award

Condition E. Repudiation of Tender or Invalidation of Contract

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2 Subject

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Details

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3 Subject

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5 Subject

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

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



KAI! GARIB LOCAL MUNICIPALITY

TENDER NO :

PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

C1.2 CONTRACT DATA

The General Conditions of Contract are the Standard Professional Services Contract (SPSC), Third edition 3rd of July 2009 document 1015, published by the Construction Industry Development Board. This document is not bound in this tender and is available free of charge from the CIDB website, www.cidb.co.za. Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

C1.2.1 PART ONE - DATA PROVIDED BY THE EMPLOYER

CLAUSE	CONTRACT DATA
1	The Employer is Kai! Garib Local Municipality Physical Address: 11 Avenue, Kakamas, 8870 Postal Address: Private Bag X6, Kakamas, 8870 Telephone: 054 461 6700
1	The Project is: The Framework Contract for the appointment of a Panel of Electrical Engineering Professional Service Providers (PSP) for the implementation of Electrical Infrastructure Projects for a period of 36 months.
1	The Services are: Professional Electrical Engineering services including, but not limited to, planning, design, modeling, and construction monitoring, to be executed upon the issuance of individual Task Orders.

CLAUSE	CONTRACT DATA
1	<p>The Performance Period:</p> <p>36 months from the date of the last signature on the Form of Offer and Acceptance</p>
1	<p>Scope:</p> <p>The Scope of Services for each specific project shall be defined in a formal Task Order issued by the Employer. Each Task Order shall constitute a separate binding agreement under the terms of this Framework Contract.</p>
3.3	<p>The language of communication is English.</p>
3.4	<p>The authorised and designated representative of the Employer is:</p> <p>Name: Ms. Wilhelmina Moeng</p> <p>The address for receipt of communications is:</p> <p>Physical Address: 09 Main Road, Keimoes, 8860</p> <p>Postal Address: Private Bag X6, Kakamas, 8870</p> <p>Telephone: 054 461 6400</p> <p>Email: moengwilhelmina@gmail.com</p>
3.4.1	<p>The official medium for all communications, notices, requests, consents, or approvals shall be via e-mail. Notwithstanding the provisions of Clause 3.4.1 of the General Conditions, such communication shall be deemed to have been duly made and delivered at the time of transmission to the recipient's specified e-mail address, provided no "delivery failure" notification is received by the sender.</p>
3.4.2	<p>Any change to the official e-mail address or the Authorized Representative of the Service Provider requires 30 Days advance written notice to the Employer. Until the expiry of this 30-day period, any communication sent to the previously registered e-mail address shall remain contractually effective.</p>
3.11	<p>The Service Provider shall, at its own expense, indemnify, protect, and defend the Employer and its agents (including the Employer's Agent) against all actions, claims, losses, and damage arising from any negligent act or omission by the Service Provider or its Personnel in the performance of the Services.</p> <p>This indemnity specifically includes, but is not limited to:</p> <ol style="list-style-type: none"> 1. Any breach of professional duty by the Lead Electrical Engineer or other Key Personnel. 2. Claims arising from the deployment of Personnel not approved in writing (via e-mail) by the Employer as per Clause 7.2.2. 3. Any violation of legal provisions or rights of others regarding patents, trademarks, or other forms of intellectual property

CLAUSE	CONTRACT DATA
3.15.1	<p>The Service Provider shall submit a specific Programme for each Task Order within 14 Days of the issuance of that Task Order. The Programme shall be submitted via the official e-mail channel and must clearly indicate:</p> <ol style="list-style-type: none"> 1. Key milestones (e.g., Preliminary Design, Detailed Design, Tender Documentation). 2. Critical dependencies (e.g., receipt of site data from the Employer). 3. Planned dates for ECSA-registered professional sign-offs.
3.16.1	<p>Time-based fees which are stated in the Pricing Data as a unique rate and are not calculated by multiplying the total annual cost of employment contained, shall unless otherwise stated in the Contract Data, be adjusted in terms of 3.16.2 on each anniversary of the Starting Date.</p>
4.3.1(d)	<p>The Service Provider shall undertake the responsibility of providing necessary support and cooperation to the Employer in procuring approvals, licenses, and permits from the relevant state, regional, and municipal authorities with jurisdiction over the Project.</p>
4.6	<p>Work shall be allocated via a Task Order issued by the Employer's Agent. The Task Order will define the specific scope, duration, and the agreed pricing method (Time-Based or Percentage-Based). Acceptance of a Task Order via e-mail by the Service Provider constitutes a binding instruction to commence the services.</p>
5.4	<p>The Service Provider shall, at their own cost, maintain Professional Indemnity (PI) Insurance for the duration of the 36-month framework in the amount of R5,000,000.00 per claim (unlimited number of claims) and Public Liability Insurance in the amount of R2,000,000.00 per claim.</p>
5.5	<p>The Service Provider shall obtain the Employer's prior approval in writing (via the official e-mail channel) before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Replacing any of the Key Persons listed in the Personnel Schedule (referencing the 10-day objection period in Clause 7.2.2). 2. Subcontracting any part of the Electrical Engineering services to a third party (referencing Clause 11.1). 3. Deviating from the approved Design Scope or Technical Specifications defined in a specific Task Order. 4. Issuing any instructions to the Construction Contractor that result in a Financial Variation to the construction contract.
7.1.2	<p>The Service Provider shall provide the specific Key Persons as named in the Personnel Schedule submitted during the tender.</p>
7.2.2	<p>Any request to replace Key Personnel must be submitted via e-mail and must demonstrate that the replacement is of at least equivalent competence and experience. The Employer's 10-day objection period commences from the date of the e-mail transmission.</p>
8.1	<p>The Service Provider shall commence the performance of the Services within 7 Days of the Start Date. For the purposes of this Framework Agreement, the Start Date shall be the date of the last signature on the Form of Offer and Acceptance (C1.1).</p>

CLAUSE	CONTRACT DATA
8.2.1	The Contract shall be concluded 36 months after the Start Date, or upon the successful completion of all Deliverables for any Task Orders issued within that 36-month period, whichever is later.
8.2.2	The Period of Performance for the Framework Agreement is 36 Months from the Start Date. Individual Task Orders issued within this period shall have their own specific completion dates as defined in each Task Order.
8.2.3	The Service Provider shall notify the Employer via the official e-mail channel within 14 Days of becoming aware of any delay. Failure to provide this notice shall result in the forfeiture of any claim for an extension to the Period of Performance.
8.4.1	The Employer may terminate the Contract or the Service Provider's participation in the Framework Panel by giving 30 Days written notice via e-mail. Termination for material breach (such as unauthorized personnel replacement under Clause 7.2.2) shall be governed by Clause 8.4.3.
8.5	The Employer may, by written notice, at any time suspend the performance of any specific Task Order. The Service Provider shall immediately take steps to minimize any costs associated with such suspension.
9.1	"Kai! Garib Local Municipality retains all and/or any rights to any patents or copyright or intellectual rights to all and any documents in whatever format, inventions, designs, discoveries, or improvements as made, discovered, or conceived by the Consultants/Contractors in respect of any appointment whether wholly or partly, in connection with or incidental, to any appointment and which may relate to, or be in connection with, or be useful to the business carried out by the Kai! Garib Local Municipality. Such patents or copyrights are not limited to any particular area or country and the Kai! Garib Local Municipality reserves the right to alter, modify, adapt or change and use any designs, processes, or methods or any such patents or copyrights. All such documentation whatever format, inventions, designs, discoveries, or improvements as made, discovered, or conceived by the Consultants/Contractors may not include any company logo or other company details on or in any documents prepared for and on behalf of the Kai! Garib Local Municipality"
11.1	<ul style="list-style-type: none"> a. If the Contractor subcontracts work, he is required to submit a signed agreement with the proposed Subcontractor/consultant detailing the proposed scope and exclusivity of the relationship and intention to get into a subcontracting agreement. b. The Contractor must submit the proposed Sub-contractor / consultant with an ECSA registration as a Professional Electrical Engineer or Professional Electrical Technologist (appropriate certificates to be submitted). c. The conditions of contract for the Subcontractor shall be based on the CIDB Standard Professional Service Contract, 3rd Version of July 2009, which is to be signed by both parties should the Contractor be successful.

CLAUSE	CONTRACT DATA
11.2	A subcontractor, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts the performance of a part of the Services to Others.
12.1	All Interim settlement of disputes is to be by mediation/adjudication. The Adjudicator is the person selected by the Parties in terms of the relevant Contract Clause.
13.5.1	The provisions of 13.5 do not apply to the Contract.
13.6	The provisions of 13.6 do not apply to this contract.
15	The interest rate will be the prime interest rate of the Employer's bank at the time that the amount is due.

C1.2.2 PART TWO - DATA PROVIDED BY THE CONTRACTOR

CLAUSE	DATA
1	<p>The Name of the Professional Service Provider is:</p> <p>.....</p> <p>.....</p> <p>Physical Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel:</p>

	Fax:															
5.3	<p>The authorized and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>.....</p> <p>.....</p> <p>Physical Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel:</p> <p>Fax:</p>															
7.1.2	<p>The Key Person and their functions in relation to this assignment are:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 10%; text-align: center;">No.</th> <th style="width: 50%; text-align: center;">Name and Surname</th> <th style="width: 40%; text-align: center;">Specific Function</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td></td> <td></td> </tr> </tbody> </table>	No.	Name and Surname	Specific Function	1			2			3			4		
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KAI! GARIB LOCAL MUNICIPALITY

TENDER NO :

PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

C1.3 OCCUPATIONAL HEALTH & SAFETY (SECTION 37.2 AGREEMENT)

C1.3: OCCUPATIONAL HEALTH & SAFETY (SECTION 37.2 AGREEMENT)

1.3.1 Memorandum of Agreement

This agreement is entered into between the Kai! Garib Local Municipality (hereinafter referred to as "the Employer") and the Service Provider (hereinafter referred to as "the Mandatory") in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993.

1.3.2 Acknowledgement of Mandatory

The Service Provider (PSP) acknowledges that while they are not the main construction contractor, their duties include site inspections and technical supervision within high-risk electrical environments.

By signing the Section 37.2 Agreement, the PSP confirms that:

1. Their personnel are medically fit for site work.
2. They will adhere to all Municipal safety protocols while on site.
3. They accept responsibility for the safety of their own employees in terms of the OHS Act."

1.3.3 Reporting of Incidents

In terms of Section 24 of the Act, the Mandatory must report any "reportable incident" (injury, fatality, or near-miss on the electrical grid) to the Department of Employment and Labour and concurrently notify the Municipal Project Manager within 24 hours.

1.3.5 Indemnification

The Mandatory hereby indemnifies the Employer against any liability, loss, claim, or proceedings whatsoever, whether arising in Common Law or by Statute, consequent upon personal injury or death of any person or damage to any property arising out of the execution of the services, except where such injury or damage is due to any act or neglect of the Employer.

The Tenderer

Signature

Date:

Name

.....
Capacity

.....
For the tenderer:

.....
(Insert name and address of

Name & *organisation)*

signature

Date

of witness

.....
The Employer

Signature _____

Date: _____

Name(s) Mr. Obakeng Isaacs

Capacity Municipal Manager

For the Kai! Garib Local Municipality

Employer



KAI! GARIB LOCAL MUNICIPALITY

TENDER NO......

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PART C2: PRICING DATA

Table of Contents

- C2.1 Pricing Instructions
- C2.2 Activity Schedule

C2.1 PRICING INSTRUCTIONS

2.1.1 Basis of Remuneration

The Service Provider will be remunerated for services rendered in accordance with the Task Order issued for each specific project. The calculation of fees shall be governed by the following hierarchy of documents, which are hereby cross-referenced:

1. **The Standardized Fee Declaration (Returnable Schedule T2.2.13):** By signing this form, the Tenderer has committed to the municipal pricing model for the full 36-month duration.
2. **ECSA Guideline for Professional Fees:** For all Normal Services (Stages 1–6), fees shall be based on the most recent Guideline for Professional Fees published by the Engineering Council of South Africa for the Electrical Engineering discipline.
3. **Hourly Rates (Part C2.2):** For Additional/Ad-hoc Services, the hourly rates tendered in the Schedule of Rates for Categories 1 through 4 shall apply.
4. **Department of Transport (DoT) Rates:** All travel-related disbursements shall be limited to the gazetted rates at the time of travel.

2.1.2 Link to Phase 3 Evaluation

Tenderers are reminded that the Phase 3 Financial Offer (80 Points) is evaluated using a Comparative Tender Price (Ps), derived by applying the Tenderer's tendered percentage fees and hourly rates to the Employer's defined "Representative Basket of Professional Services."

Bidders must complete and sign the Activity Schedule (C2.2) and the Standardized Fee Declaration (T2.2.13). Failure to sign these documents, or the submission of incomplete pricing data, will render the financial offer non-responsive, and the bidder will be disqualified.

2.1.3 Task Order Value Determination

For every project allocated via the Ranked Rotation Strategy, the Service Provider must submit a fee proposal. The Employers Agent will verify this proposal against the ECSA guidelines and the tendered hourly rates before a Task Order is signed.

Note: The Municipality reserves the right to audit the time-sheets and resource allocations of the Service Provider to ensure "Cost-Effectiveness" as per SFU Clause 4.3.1.

2.1.4 Professional Fees (Category A: Normal Services)

- **Percentage-based Fees:** Where fees are based on a percentage of the construction value, the ECSA Guideline for Services and Processes (Board Notice 138 of 2024) shall apply.
- **Fee Calculation:** The percentage fee shall be calculated on the Final Construction Value (excluding VAT).
- **Interim Payments:** During the design and construction phases, payments will be based on the estimated construction value until the final account is settled.

2.1.5 Time-Based Fees (Part B: Hourly Rates)

- **Categories 1–4:** The hourly rates provided shall be applicable for "Additional Services" as defined in the Scope of Work (e.g., specialized studies, environmental support, or extended site monitoring).
- **Escalation:** The rates provided in the tender shall be firm for the first 12 months. Thereafter, rates may be adjusted annually on the anniversary of the contract based on the Consumer Price Index (CPI).

2.1.6 Recoverable Expenses (Disbursements)

To ensure fair evaluation and cost control, the following rules apply:

- **Travel:** Reimbursed according to the Department of Transport (DoT) rates applicable at the time of travel. No mark-up is permitted.
- **Subsistence:** Paid only if the project site is >150 km from the Service Provider's registered office, subject to prior written approval.
- **Provisional Sums:** Specialist services (e.g., Geotech, WULA) managed by the Service Provider are paid at cost. No mark-up shall be applied to these specialist invoices. Coordination of these specialists is deemed to be included in the Part A percentage fee.
- **Printing/Administrative:** Standard costs are included in the Service Provider's overheads and are not separately recoverable unless specifically authorized for large-scale tender production.

C2.2 ACTIVITY SCHEDULE

1. Purpose and Nature of the Schedule

The purpose of this Activity Schedule is to establish a standardized Price List for Professional Electrical Engineering Services to be rendered over a 36-month framework term. This schedule does not represent a single project, but rather the rates and percentage fees that will apply to individual Task Orders issued on an "as-and-when" required basis.

2. Structure of the Pricing

The Activity Schedule is divided into three primary components to ensure full lifecycle coverage of the Municipality's infrastructure needs:

- **Part A (Normal Services):** Adopts a Value-Based Fee (Percentage of Construction) for ECSA Stages 1 through 6. This covers all standard design, procurement, and contract administration for INEP and MIG funded projects.
- **Part B (Additional Services):** Utilizes Time-Based Fees (Hourly Rates) for specialized planning, grant application support (Technical Reports), and master-planning activities that fall outside the scope of "Normal" construction projects.
- **Part C (Provisional Sums):** Sets aside budget for specialized third-party services such as NEMA environmental authorizations, WULA water use licenses, and geotechnical surveys.

3. Framework Pricing Principles

- **Non-Guarantee of Work:** The appointment to the panel and the completion of this Activity Schedule does not guarantee the Service Provider any specific quantum of work or a minimum contract value.
- **Inclusivity of Rates:** All tendered percentages and hourly rates are deemed fully inclusive of all costs required to execute the works. This includes, but is not limited to, professional time, administrative support, specialized engineering software (e.g., ReticMaster, PowerOffice), overheads, and profit.
- **Task Order Activation:** No work shall commence, and no fees shall be claimable, until a formal Task Order has been issued and signed by the Employer's Accounting Officer or delegated authority.
- **Standard of Care:** All services priced herein must be performed by the Key Personnel identified in the tender submission, ensuring a professional standard of care as mandated by the Engineering Profession Act (Act 46 of 2000).

- **Disbursements:** Travel, printing, and specialized sub-consultant costs shall be claimed in accordance with the Municipality’s prevailing travel policy or as pre-approved in the Task Order. All time-based hourly rates are inclusive of all overheads, software, and administrative support costs

4. Schedule of Activities

The Activity Schedule set out below establishes the standardized Price List for Professional Electrical Engineering Services to be rendered over the 36-month framework term. These rates and percentage fees shall form the basis for all financial proposals submitted by the Service Provider for individual Task Orders, which will be issued on an 'as-and-when' required basis.

Bidders are reminded that all prices are subject to the Pricing Instructions provided in this section and the Contract Data.

Table 1: Comparative Fee Calculation based on a Representative Basket.

Item	Service Description	Unit	Qty (Prov.)	Rate / %	Amount (R)
1	PART A: NORMAL SERVICES (Stages 1-6)				
1.1	Electrical Engineering Services	%	R 10M*	[]%	R
2	PART B: ADDITIONAL TIME-BASED SERVICES				
2.1	Category 1: Top Management (Director/Partner)	Hr	100	R	R
2.2	Category 2: Lead Professional (Pr.Eng / Pr.Tech Eng)	Hr	200	R	R
2.3	Category 3: Professional Staff (Pr.Eng / Pr.Tech / Pr.Techni)	Hr	300	R	R
2.4	Category 4: Technical Staff (Technician / Candidate)	Hr	400	R	R
3	PART C: PROVISIONAL SUMS (Specialist Services)				
3.1	Specialist Surveys (Geotechnical / Topographical)	Sum	1	Prime	R
3.2	Environmental/Water Use Licenses (WULA/EA)	Sum	1	Prime	R
3.3	Occupational Health and Safety Specialist	Sum	1	Prime	R
4	SUB-TOTAL PROFESSIONAL FEES (Excl. VAT)				R
5	VALUE ADDED TAX (VAT) @ 15%				R
6	TOTAL TENDER PRICE (CARRY TO FORM OF OFFER)				R

Note: The R10,000,000.00 is a provisional construction value used strictly for tender evaluation. Actual fees per Task Order will be calculated based on the specific project construction value.

Signed: _____ Date: _____

Name: _____ Position: _____

Enterprise
name: _____



KAI! GARIB LOCAL MUNICIPALITY

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PART C3: SCOPE OF WORK

Part C3: Table of Contents

- 3.1 Description of the Works
- 3.2 Description of the Site and Locations
- 3.3 Management and Communication
- 3.4 Health, Safety, and Environmental
- 3.5 List of Standards and Specifications
- 3.6 Procurement of Goods and Services
- 3.7 Deliverables and Approval Procedures

Part C3: SCOPE OF WORK

3.1 DESCRIPTION OF WORKS

3.1.1 Purpose and Objective

The objective of this framework contract is to appoint a panel of professional service providers to provide Electrical Engineering Consulting Services on an "as-and-when" required basis for a period of 36 months.

The primary goal is to support the Municipality in the delivery, refurbishment, and maintenance of its electrical infrastructure to ensure a safe, reliable, and sustainable electricity supply to all consumers within its jurisdiction.

3.1.2 Nature of the Framework

This is a Framework Agreement as defined in SANS 10845-1. The Municipality does not guarantee any minimum quantum of work. Services will be activated through the issuance of specific Task Orders, which will define the detailed scope, timeline, and budget for individual projects.

3.1.3 Extent of the Works

The scope of services under this framework includes, but is not limited to, the following infrastructure types:

- **Bulk Supply and Substations:** Upgrades and maintenance of intake substations and switching stations (MV/LV).
- **Reticulation Networks:** Design and implementation of internal MV and LV networks, including overhead lines and underground cabling.
- **Electrification:** Household connections and high-mast lighting for both urban and rural areas.
- **Renewable Energy Integration:** Technical support for the integration of Small-Scale Embedded Generation (SSEG) and renewable energy plants.
- **Asset Management:** Condition assessments and updating of the GRAP 17 Asset Register.

3.1.4 Professional Services Required (ECSA Stages 1–6)

For each Task Order, the Service Provider may be required to perform the full suite of "Normal Services" as per the ECSA Guideline Scope of Services:

- **Stage 1: Inception (Initiating Phase):** Focuses on refining client requirements, assessing user needs, finalizing the project brief, and securing initial approvals and stakeholder buy-in. Key activities include confirming the agreed scope of services and scope of work and concluding the terms of the agreement with the client.
- **Stage 2: Concept and Viability (Preliminary Design/Elaboration Phase):** Involves preparing and finalizing the project concept, including scope, scale, character, form, and

function, along with preliminary program and viability assessments. This stage culminates in the approval of concept design and initial cost estimates.

- **Stage 3: Design Development (Detailed Design Phase):** Focuses on developing the approved concept design to finalize detailed designs, outline specifications, and a comprehensive cost plan. Regulatory authority requirements are integrated into the design.
- **Stage 4: Documentation and Procurement (Tender Phase):** Involves preparing procurement and construction documentation, confirming procurement strategies, and tendering for necessary resources. Deliverables include specifications, working drawings, and tender documentation.
- **Stage 5: Contract Administration and Inspection (Construction/Execution & Monitoring & Control Phase):** Focuses on managing, administering, and monitoring the construction contracts and processes to facilitate practical completion. This includes site handover, issuing construction documentation, managing payments, and conducting site inspections.
- **Stage 6: Close-Out (Closure Phase):** Involves fulfilling and completing the project close-out, including necessary documentation to facilitate effective completion, handover, and operation of the project. Deliverables include final completion certificates, as-built drawings, and a project close-out report.

3.2 DESCRIPTION OF THE SITE AND LOCAL CONDITIONS

3.2.1 Location and Jurisdiction

The services will be rendered within the jurisdictional area of the Kai! Garib Local Municipality (NC067). This includes, but is not limited to, the primary hubs of Kakamas, Keimoes, and Kenhardt, as well as various rural settlements and farming communities situated along the Orange River and the surrounding hinterland.

3.2.2 Climatic Conditions and Environmental Impact

The Service Provider must take due cognizance of the extreme climatic conditions prevalent in the Northern Cape when designing and specifying electrical infrastructure:

- **Ambient Temperatures:** Summer temperatures frequently exceed 45°C. All outdoor equipment (transformers, kiosks, and insulators) must be appropriately de-rated and designed for high-thermal stress.
- **Solar Radiation:** High UV exposure requires the use of UV-stabilized materials for all overhead line components and outdoor enclosures.

- **Dust and Wind:** The region is prone to high-velocity winds and dust storms. All enclosures must meet a minimum rating of IP65 (where applicable) to prevent ingress of fine Kalahari sand.

3.2.3 Geological and Soil Conditions

The geological landscape of Kai! Garib varies from rocky outcrops to sandy plains.

- **Earthing:** Due to high soil resistivity in rocky areas, the Service Provider must conduct site-specific soil resistivity tests. Standard earthing designs may not be sufficient; deep-trenching or chemical earthing may be required to meet SANS 10199 standards.
- **Access:** Many project sites are located in remote areas with limited road infrastructure. The Service Provider is responsible for ensuring their personnel have appropriate 4x4 vehicles to access site works during all weather conditions.

3.2.4 Existing Infrastructure and Integration

The municipality operates a mix of Eskom-fed intake points and municipal-owned distribution networks.

- The Service Provider must ensure that all new designs are compatible with existing protection schemes and telemetry (SCADA) systems currently in use.
- Work may involve "Brownfield" sites where existing infrastructure is aged or undocumented. As-built verification is a mandatory component of the site assessment phase.

3.3 MANAGEMENT AND COMMUNICATION

3.3.1 Communication Channels

The Service Provider shall designate a single Director/Principal/Contract Manager (Category 1) who will be the primary point of contact for the Employer. All formal instructions, approvals, and Task Orders will be issued in writing via email or the Municipality's official document management system.

- **Urgent Queries:** The Service Provider must respond to urgent technical queries within 24 hours.
- **Standard Correspondence:** A maximum turnaround time of 3 working days is required for all non-urgent project-related correspondence.

3.3.2 Monthly Progress Meetings and Reporting

The Service Provider is required to attend a Monthly Framework Coordination Meeting (which may be held physically or virtually via MS Teams/Zoom) to review the status of all active Task Orders.

- **Quartely Report:** A consolidated quarterly progress report must be submitted by the 25th of each quarter. The municipality will provide a template for the quarter report.

- **Monthly Report:** A consolidated progress report must be submitted by the 25th of each month for both INEP and project progress reports. The municipality will provide a template for the INEP and monthly progress reports.
- **Content:** The report must include a Dashboard showing Budget vs. Actual Spend, Project Milestones (ECSA Stages 1–6), and a Risk Register for each active site.

3.4 TASK ORDER ALLOCATION AND RANKED ROTATION STRATEGY

The Municipality intends to appoint a panel of a maximum of 3 service providers. Work will not be guaranteed to any single provider. Instead, the Municipality will utilise a Rotational Allocation Model to issue Task Orders, ensuring equitable distribution of work based on the ranking and capacity of the firms.

No work shall commence, and no costs shall be incurred, until a formal Task Order has been signed by both the Municipal Manager (or delegated authority) and the Service Provider.

3.4.1 Ranked Rotation Strategy

a. Establishing The Framework Ranking

Upon conclusion of the tender evaluation process, the successful Service Providers will be ranked (1st, 2nd, 3rd) based on their final consolidated score (Functionality + Specific Goals). This ranking remains the primary sequence for work allocation for the 36-month duration of the framework contract.

The Service Provider with the highest combined score for technical competence and contribution to municipal specific goals will be ranked 1st for the purposes of the rotation sequence. In the event that two or more tenderers score equal total points, the tenderer scoring the highest number of points for Functionality will be ranked higher. If the scores are still equal, the tie will be broken by a draw of lots managed by the Supply Chain Management department.

b. The Rotation Mechanism

Work will be allocated through the issuance of Task Orders according to the following ranked sequence:

- **Sequential Allocation:** The first Task Order identified by the Employer will be offered to the 1st Ranked Service Provider. The second Task Order will be offered to the 2nd Ranked Service Provider, and so on, until the end of the panel is reached, at which point the rotation returns to the 1st Ranked provider.
- **Right of Refusal:** Should a Service Provider be unable to accept a Task Order due to capacity constraints or a conflict of interest, they must notify the Employer in writing within 3

working days. The Employer will then offer the Task Order to the next Service Provider in the ranked sequence.

- **Performance-Based Skipping:** The Employer reserves the right to "skip" a Service Provider in the rotation sequence if that provider is currently in breach of contract, has failed to meet the reporting deadlines (as per Section 3.3), or has received a "Poor" rating in a formal Performance Review for a concurrent Task Order.

c. Mini-Competition for Complex Projects

Notwithstanding the ranked rotation, the Employer reserves the right to invite all Service Providers on the panel to submit a competitive "Mini-Proposal" for specific projects that meet any of the following criteria:

- Estimated construction value exceeds R10 Million.
- The project involves highly specialized technology (e.g., Large-scale Solar PV integration).
- The project is of an extreme emergency nature requiring immediate mobilization of multiple teams.

d. Acceptance of Task Order

For each Task Order, the selected firm in the rotation must submit a Task Order Proposal detailing the resource allocation and a Price Proposal based on the construction estimate. The Municipality reserves the right to negotiate this fee down to ensure 'Cost Effectiveness' as per SFU Clause 4.3.1, or to move to the next firm in the rotation if the price is deemed unreasonable

Once approved and signed by the Municipal Manager (or delegated authority), this document serves as the formal instruction to commence work.

3.4.2 Task Order Procedure

- **Request for Quotation (RFQ):** The Employer will issue a brief for a specific project.
- **Proposal:** The Service Provider submits a resource plan and a fee proposal based on the tendered C2.2 Activity Schedule/Price List.
- **Approval:** Upon approval, a Task Order number is issued, which must be quoted on all invoices.

3.5 SAFETY, HEALTH, ENVIRONMENTAL AND QUALITY (SHE-Q) REQUIREMENTS

3.5.1 Statutory Compliance

The Service Provider shall perform all services in strict accordance with the Occupational Health and Safety Act (Act 85 of 1993) and its associated Electrical Installation Regulations.

- **Section 37(2) Agreement:** A formal mandatory agreement between the Employer (Municipality) and the Service Provider must be signed for every Task Order to define the transfer of health and safety responsibilities.
- **Professional Responsibility:** The Service Provider is responsible for ensuring that any contractor appointed under their supervision (Stage 5) complies with the approved Health and Safety Plan.

3.5.2 Electrical Safety and Operating Regulations (ORHVS)

Due to the nature of High Voltage (HV) and Medium Voltage (MV) work within the municipal grid:

- **Operating Regulations:** All personnel performing switching or working near live equipment must be competent and currently certified in the Operating Regulations for High Voltage Systems (ORHVS).
- **Permit to Work (PTW):** No work shall be performed on the municipal network without a valid Permit to Work issued by the Municipal Engineer or the designated System Operator.
- **PPE:** All site staff must wear Arc-Flash Rated PPE (Category 2 or higher) as per SANS 724 when working within the restricted approach boundary of live electrical components.

3.5.3 Environmental Management and Waste

The Service Provider must ensure that all projects minimize environmental impact, specifically concerning the sensitive Orange River ecosystem:

- **Hazardous Waste:** All replaced electrical components (e.g., PCB-containing transformer oil, lead-acid batteries, or SF6 gas) must be disposed of at a licensed hazardous waste facility. A Disposal Certificate must be provided to the Municipality.
- **NEMA Compliance:** For new infrastructure, the Service Provider must determine if a Basic Assessment (BA) or Environmental Impact Assessment (EIA) is required under the National Environmental Management Act.

3.5.4 Site Access and Public Safety

- **Excavations:** All trenches for cable laying in public areas must be barricaded with orange safety netting and supported by visible warning signage at all times.
- **Community Safety:** During electrification projects in residential areas, the Service Provider must conduct community safety briefings to educate residents on the dangers of illegal connections and electrical safety.

3.5.5 Quality Assurance and Professional Responsibility

The Service Provider must maintain a Quality Management System (QMS).

- All technical deliverables (Design Reports, Drawings, and Specifications) must be reviewed and signed off by the Lead Electrical Engineer (Category 2) before submission to the Municipality.
- The Municipality reserves the right to perform ad-hoc audits on any design or construction site to ensure compliance with SANS 10142-1 and the Occupational Health and Safety Act.

3.6 LIST OF STANDARDS AND SPECIFICATIONS

3.6.1 Mandatory Statutory Standards

All designs, installations, and commissioning activities performed under this framework must comply with the latest revisions of the following:

- The Engineering Profession Act (Act 46 of 2000): Governs the professional conduct of the service providers.
- The Occupational Health and Safety Act (Act 85 of 1993): Including the Electrical Installation Regulations and Electrical Machinery Regulations.
- SANS 10142-1: The Code of Practice for the Wiring of Premises (Low Voltage).
- SANS 10142-2: The Code of Practice for the Wiring of Premises (Medium Voltage).

3.6.2 Technical Engineering Standards (SANS/NRS)

The Service Provider shall ensure all deliverables adhere to the relevant South African National Standards (SANS) and Rationalized User Specifications (NRS), including but not limited to:

Standard Number	Description of Application
SANS 10198	Selection, handling, and installation of electric power cables (MV & HV).
SANS 10199	Design and installation of earth electrodes and earthing systems.
SANS 10292	Earthing of Low-Voltage (LV) distribution systems.
NRS 048	Electricity Supply – Quality of Supply (Voltage limits and harmonics).
NRS 047	Electricity Supply – Quality of Service (Customer response times).
NRS 034	Electricity Distribution – Guidelines for the provision of electrical services for residential areas.
NRS 041	Code of Practice for the Operation of High Voltage Systems (ORHVS).

3.6.3 Municipal-Specific Specifications

Where the Municipality has specific standard construction drawings (e.g., standard kiosk layouts, pole-top box configurations, or meter box specifications), these must be incorporated into the design.

In the absence of a Municipal standard, the Service Provider must propose a standard for approval that ensures ease of maintenance for the local technical teams.

3.6.4 Asset Management Standards

All data captured for new or refurbished infrastructure must be submitted in a format compliant with:

- GRAP 17: Property, Plant, and Equipment (for municipal financial auditing).
- SANS 10396: Implementation of Asset Management for infrastructure assets.

3.7 PROCUREMENT OF GOODS AND SERVICES

3.7.1 Alignment with Municipal SCM Policy

The Service Provider shall ensure that all procurement processes for construction works or goods are conducted in strict accordance with the Local Government: Municipal Finance Management Act (Act 56 of 2003) and the Kai! Garib Municipality Supply Chain Management (SCM) Policy.

3.7.2 Drafting of Tender Documentation

The Service Provider is responsible for the preparation of comprehensive tender documents using the latest industry-standard forms of contract, specifically:

- **GCC (General Conditions of Contract):** For civil/electrical infrastructure works.
- **NEC3/4 (Engineering and Construction Contract):** For complex or integrated projects.
- **CIDB Standards:** All documents must comply with the CIDB Standard for Uniformity in Engineering and Construction Procurement.

3.7.3 The Tender Process (Stage 4)

The Service Provider shall provide technical support during the entire procurement lifecycle:

- **Briefing Sessions:** Conducting compulsory site inspections and clarifying technical queries for prospective bidders.
- **Tender Evaluation:** Performing a detailed technical and financial evaluation of all bids received.
- **Evaluation Report:** Submission of a formal Bid Evaluation Report (BER) to the Municipality's Bid Evaluation Committee (BEC), including a recommendation for award and a verification of the bidder's capacity and ECSA/CIDB status.

3.7.4 Transparency and Ethical Conduct

- **Confidentiality:** The Service Provider and its staff must sign a Declaration of Interest and a Confidentiality Agreement for every procurement process they manage.
- **Fairness:** The Service Provider must ensure that technical specifications are "open" and not biased toward a specific brand or supplier, unless a specific municipal standard has been pre-approved.

3.8 DELIVERABLES AND APPROVAL PROCEDURES

3.8.1 Submission and Format of Deliverables

All reports, designs, and data must be submitted in both electronic and hard-copy formats.

- **Drawings:** Must be provided in **AutoCAD (.dwg)** and **PDF** formats.
- **Reports/Manuals:** Must be provided in **Microsoft Word** and **PDF**.
- **Data Sets:** Asset registers and survey data must be provided in **Excel** or **GIS-compatible (.shp)** formats to allow for integration into the Municipal GIS system.

3.8.2 Approval Gates (ECSA Stages 1–6)

To ensure project momentum and financial control, the Service Provider must obtain written "Approval to Proceed" from the Employer's Agent at the end of each stage. Payment for a stage will only be processed upon successful submission and approval of the following:

Stage	Key Deliverables for Approval
Stage 1 & 2	Inception Report/Project Management Plan and Preliminary Concept Report with high-level costings.
Stage 3	Detailed Design Report , technical specifications, and final project budget.
Stage 4	Approved Tender Document and a signed Bid Evaluation Report .
Stage 5	Monthly progress reports, site meeting minutes, and signed Payment Certificates .
Stage 6	Close-out Report , As-built drawings, O&M Manuals, and the GRAP 17 Asset Register .

3.8.3 The "As-Built" and Close-out Rule

The Municipality will withhold 10% of the professional fees for Stage 5 and 6 until the following "Close-out Package" is received and verified:

- **As-Built Drawings:** Reflecting the exact final installation (GPS coordinates for all poles/kiosks).
- **Asset Data:** Componentized asset data in the format required by the Finance Department.
- **Completion Certificate:** Signed Practical and Final Completion certificates.

In addition to the standard close-out documentation, the 10% retention of professional fees for Stage 5 and 6 will only be released upon the submission of a comprehensive **Construction Databook File**. This file must be provided in both high-resolution digital format (PDF and original editable formats) and one hard-copy lever-arch file, containing:

- **Warranties & Guarantees:** A schedule of all equipment warranties assigned to the Municipality, including contact details for manufacturers.

- **O&M Manuals:** Step-by-step Operating and Maintenance manuals for the specific infrastructure installed.
- **Engineering & Change Control:** All approved Field Change Requests (FCRs), Engineering Change Notices (ECNs), and design revisions.
- **Non-Conformance & Deviations:** A full register of Non-Conformance Reports (NCRs), Concessions, and proof of closed-out remedial actions.
- **Quality Control (QC) Records:** All signed Quality Control Plans (QCPs), QC Check Sheets, and Inspection Release Certificates (IRCs).
- **Installation & Access:** Installation Control Sheets (ICS), Area Access Certificates, and Handover Certificates between the contractor and the Municipality.
- **Social & Community Records:** Finalized Beneficiary Lists (for labor/EPWP tracking) and CLO (Community Liaison Officer) reports.
- **Technical Compliance:** Material certificates, Factory Acceptance Tests (FATs), and Site Installation Tests (Earth resistance, continuity, etc.).

Note: The "Close-out Package" will be deemed incomplete, and the final 10% payment withheld, if the Construction Databook does not match the finalized "As-Built" drawings or if the quality of the documentation is insufficient for municipal asset management purposes.

3.7.4 Quality Audit & Interim Payment Clause

To ensure the Construction Databook is a live reflection of the work rather than a rushed document at the end of the project, the following clause should be included to govern Stage 5 (Construction) payments:

Monthly Quality Audit & Payment Trigger

The PSP shall maintain a "Live Construction Databook" on-site (or in a shared digital environment) throughout the duration of Stage 5. The Employer's Agent/Project Manager reserves the right to conduct monthly audits of this Databook to verify the real-time filing of:

- **NCRs and Concessions:** To ensure technical deviations are captured as they occur.
- **QC Check Sheets and QCPs:** To verify that inspections are happening concurrently with installation.
- **Field Change Requests:** To track design deviations before they are covered by permanent works.

Approval of interim Stage 5 invoices will be subject to a satisfactory audit of the Databook. If the Databook is found to be more than 30 days behind the actual site progress, the Municipality may withhold a portion of the monthly professional fee until the documentation is brought up to date.

3.7.5 Turnaround for Reviews

The Municipality (Employer) shall have **14 working days** to review and provide comments on any technical submission. If no comments are received within this period, the Service Provider may request a formal sign-off meeting to avoid project delays.



KAI! GARIB LOCAL MUNICIPALITY

TENDER NO.:

PROJECT: FRAMEWORK CONTRACT FOR THE APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING PROFESSIONAL SERVICE PROVIDERS (PSP) FOR THE IMPLEMENTATION OF ELECTRICAL INFRASTRUCTURE PROJECTS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS

PART C4 : SITE INFORMATION

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- 4.1 Geographical Boundaries (Kai! Garib Jurisdiction)
- 4.2 Underground Services (Detection and "Pot-holing" Rules)
- 4.3 Wayleaves, Servitudes, and Statutory Approvals

C4: SITE INFORMATION

4.1 GEOGRAPHICAL BOUNDARIES

The "Site" for this framework is defined as the entire jurisdictional area of the Kai! Garib Local Municipality. Work may be required in any of the following locations:

- **Established Urban Areas:** Kakamas, Keimoes, and Kenhardt.
- **Rural Settlements & Farming Hubs:** Augrabies, Marchand, Alheit, Lutzburg, and various satellite settlements along the Orange River.
- **Remote Greenfield Sites:** Potential areas for new electrification or renewable energy integration projects within the municipal boundaries.

4.1.1 General Environmental Conditions

As individual project sites are not yet defined, the Service Provider must assume the following "Base Case" conditions for the Northern Cape region:

- **Climate: Arid to semi-arid.** Designs must account for ambient temperatures exceeding 45°C and high UV indexes.
- **Topography:** Ranges from flat sandy plains (Kalahari type) to extremely rocky, volcanic terrain (Orange River broken land).
- **Corrosion:** High-salinity and high-mineral content in the air/water near the Orange River irrigation belts must be considered for all metal enclosures and pole-top hardware.

4.1.2 Access To Site

- **Public Roads:** Most sites are accessible via the N14 or R27.
- **Unpaved Access:** Many electrification projects will require travel on gravel or sand roads. The Service Provider is responsible for ensuring their personnel utilize vehicles suited for rugged terrain (4x4 or high-clearance).
- **Private Property:** Where projects cross private farmland or vineyards, the Service Provider must coordinate access with the Municipality's Social Facilitators and the relevant landowners.

4.1.3 Existing Infrastructure Information

The Municipality will provide all available information relevant to a specific Task Order at the time of issuance, including:

- Existing MV/LV reticulation maps (GIS or CAD, where available).
- Eskom Intake Point data (Notified Maximum Demand).
- Current Asset Register data (GRAP 17).

- Note: The accuracy of "as-built" data for older installations cannot be guaranteed. The Service Provider is required to perform site verifications as part of Stage 1 & 2 of every project.

4.1.4 Specific Site Information (Task Order Level)

For each specific project activated under this framework, the Municipality will issue a Project-Specific Site Information Memo, which will include:

- Specific GPS coordinates of the site.
- Known underground services (water, sewer, fiber).
- Any specific environmental sensitivities (e.g., proximity to the Augrabies Falls National Park or heritage sites).

4.2 UNDERGROUND SERVICES AND INFRASTRUCTURE

4.2.1 Knowledge of Existing Services

The Municipality maintains records of major water, sewer, and electrical trunk lines; however, these records are for **indicative purposes only**.

- The Service Provider is responsible for the physical detection and "proving" of all underground services before any trenching or excavation begins for a Task Order.
- In irrigation-heavy areas (e.g., Kakamas and Keimoes), the Service Provider must account for private irrigation pipes that may not be on municipal GIS records.

4.2.2 Service Detection Requirements

For every project involving excavation, the Service Provider must:

- **Request Service Drawings:** Obtain all available utility maps from the Municipal Engineering Department.
- **Conduct Hand-Excavation:** Utilize "pot-holing" (hand-digging) at critical intersection points to verify the depth and position of existing services.
- **Use Detection Equipment:** Where high-voltage cables or critical water mains are suspected, the use of Ground Penetrating Radar (GPR) or cable locators is mandatory.

4.2.3 Protection and Relocation

The Service Provider must design the new electrical infrastructure to maintain the minimum statutory clearances from other services as per **SANS 10198** (Power Cables) and **SANS 10142**.

Any damage caused to existing underground services due to negligence in the detection phase will be for the Service Provider's or their appointed Contractor's account.

If existing services (e.g., a water pipe) obstruct a new electrical route, the Service Provider must include the technical design and cost for the relocation of that service in the Stage 3 Design Report.

4.2.4 Coordination with Other Authorities

The "Site" may contain services belonging to third-party authorities. The Service Provider must coordinate with:

- **Eskom:** For points of connection and servitudes.
- **Telkom/Fiber Providers:** For telecommunication lines.
- **SANRAL / Dept. of Roads:** For any cable crossings under national or provincial roads (e.g., the N14).

4.3 WAYLEAVES, SERVITUDES, AND STATUTORY APPROVALS

4.3.1 Responsibility for Acquisitions

The Service Provider is responsible for identifying all land clusters, private properties, and existing servitudes affected by a proposed electrical route.

- **Wayleaves:** The Service Provider must apply for and obtain all necessary wayleaves from relevant authorities (SANRAL, Department of Roads and Public Works, Telkom/Transnet) before any construction begins.
- **Servitudes:** Where a new power line crosses private land (e.g., vineyards or grazing land), the Service Provider must assist the Municipality in the negotiation and registration of the required servitudes.

4.3.2 Coordination with Stakeholders

Given the "Brownfield" nature of many municipal areas, the Service Provider must manage the following:

- **Private Landowners:** Engaging with farmers and residents to explain the technical route and obtain "Permission to Enter" for survey and construction purposes.
- **Eskom Servitudes:** Many municipal lines run parallel to or cross Eskom High-Voltage servitudes. The Service Provider must ensure all designs comply with Eskom's specific clearance and "Restriction of Activity" requirements.
- **Environmental Sensitivities:** If a route crosses a protected area or a watercourse (The Orange River), the Service Provider must ensure the wayleave includes the necessary Water Use License (WULA) or Environmental Authorization.

4.3.3 Documentation and Records

A Task Order will not be considered "Closed Out" (Stage 6) until the Service Provider has submitted:

- Copies of all approved and signed Wayleave Agreements.
- Survey diagrams for any new registered servitudes.
- Proof of notification to all affected neighbors or community structures.

4.3.4 Costs of Wayleaves and Registrations

Any statutory fees payable to authorities (e.g., SANRAL application fees) will be treated as a reimbursable expense (Disbursement) upon proof of payment.

The time spent negotiating and drafting these documents must be included in the Professional Fee for Stages 1 to 3, unless a specific "Additional Service" is authorized in the Task Order.

END
