



NOTICE 215/2026
APPOINTMENT OF PANELS OF ELECTRICAL CONSULTANTS FOR A PERIOD OF THREE (3) YEARS

SERVICE PROVIDER		
TELEPHONE / FACSIMILE		
E-MAIL		
CSD NUMBER		
CLOSING DATE	MONDAY, 12 OCTOBER 2026 AT 12H00	

ISSUED BY:
Kouga Local Municipality

Physical Address:
16 Woltemade Street
Jeffreys Bay

Postal Address:
P O Box 21
Jeffrey Bay
6330
Telephone: 042 200 2200
Facsimile: 086 529 7827

PREPARED BY:

Directorate: Electro & Mechanical Engineering
Kouga Local Municipality

Physical Address:
16 Woltemade Street
Jeffreys Bay

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KOUGA LOCAL MUNICIPALITY					
Bid Number:	215/2026	Closing Date:	12 OCTOBER 2026	Closing Time:	12:00
Description:	APPOINTMENT OF PANELS OF ELECTRICAL CONSULTANTS FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (FORM OF OFFER AND ACCEPTANCE).					
Bid Response Documents may be Deposited in the Bid Box in Room 122 situated at:					
WOLTEMADE BUILDING					
16 WOLTEMADE STREET					
JEFFREYS BAY					
6330					
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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
3. TOTAL NUMBER OF ITEMS OFFERED			4. TOTAL BID PRICE	CATEGORY 1: CATEGORY 2: CATEGORY 3: CATEGORY 4 CATEGORY 5:	
5. SIGNATURE OF BIDDER			6. DATE		
7. CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Mandla Mangembe	
CONTACT PERSON	SCM		TELEPHONE NUMBER	042 200 2200	
TELEPHONE NUMBER	042 200 2200		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	mmangembe@kouga.gov.za	
E-MAIL ADDRESS	tenders@kouga.gov.za				

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations. 2.2 Bidders are required to submit their unique personal identification number (pin) issued by sars to enable the organ of state to view the taxpayer's profile and tax status. 2.3 Application for the tax compliance status (tcs) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with sars as e-filers through the website www.sars.gov.za . 2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3. 2.5 Bidders may also submit a printed tcs certificate together with the bid. 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate tcs certificate / pin / csd number. 2.7 Where no tcs is available but the bidder is registered on the central supplier database (csd), a csd number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ YES ☐ NO ☐ 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 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

INDICATE WITH AN “X” IN THE TABLE BELOW, THE CATEGORY/CATEGORIES OF SERVICES FOR WHICH ARE TENDERED (MORE THAN ONE CATEGORY MAY BE SELECTED):

Category	Description	Mark (x)
1	Internal Electrification & INEP Projects	
2	Energy Generation Projects	
3	EEDSM Energy Efficiency Projects	
4	Master Plan	
5	Electrical Tariffs	

An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or SD Card/CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or SD Card/CD will deem the bid non-responsive. Bidders are encouraged to submit USB's and SD Cards only. The submission of CDs in a condition that is capable of being handled i.e. device that is readable and not broken is solely the responsibility of the bidder. Visibly broken CDs at tender opening stage will not be accepted. The electronic format must contain the exact same information as the hard copy. Bidders will be disqualified if not submitted.

SIGNED ON BEHALF OF TENDERER:

ITEM NO.	LIST OF RETURNABLE DOCUMENTS	PG. NO.
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KOUGA LOCAL MUNICIPALITY

NOTICE 215/2026

T1.1 Tender Notice and Invitation to Tender

KOUGA LOCAL MUNICIPALITY (EC108)

DIRECTORATE: ELECTRO AND MECHANICAL SERVICES

NOTICE: 215/2026

APPOINTMENT OF PANELS OF ELECTRICAL CONSULTANTS FOR A PERIOD OF THREE (3) YEARS

Prospective Service Providers are hereby invited to submit tenders for the appointment of panels of electrical consultants for a period of three (3) years.

Tenders

An electronic copy of the tender document will be available on E-Tender portal www.etender.gov.za or the municipal website www.kouga.gov.za as from **Friday, 11 September 2026**. After downloading the tender document from the website each prospective bidder **MUST** ensure that all the pages of the tender document are printed.

A **Compulsory Virtual Clarification Session** will be arranged for **Tuesday, 29 September 2026 @10h00am**. Prospective bidders can use link below which is direct from this advert to access the meeting. **Please take note that no attendee arriving 10 minutes late or more will be allowed to attend the clarification meeting.**

Join Teams Meeting

<https://teams.microsoft.com/meet/346366461558697?p=MoiKfgfosM4f8zv451>

Meeting ID: 346 366 461 558 697

Passcode: Kh7Mn75M

Please note:

- Telegraphic, telephonic, telex, facsimile, email, or late tenders will not be accepted.
- This contract will be evaluated on the 80/20-point system. 80 points for price and 20 points for specific goals. To claim points for specific goals prospective bidders MUST submit proof/ required documents.
- **An electronic copy of the completed tender document with returnable documents must be submitted with tender submission saved in a flash drive or SD Card/CD. Failure to submit AN ORIGINAL HARD COPY AND A COPY ON EITHER USB or SD Card/CD will deem the bid non-responsive. Bidders are encouraged to submit USB's and SD Cards only. The submission of CDs in a condition that is capable of being handled i.e. device that is readable and not broken is solely the responsibility of the bidder. Visibly broken CDs at tender opening stage will not be accepted.**
- **Bidders must note that the Municipality may make use of additional vetting methods to further qualify capacity of bidders to eliminate delays during project implementation.**
- A minimum functional score of 70% will apply to this tender.
- A valid Tax compliance Status pin must be submitted.
- Prospective Service Providers must register on Kouga Municipality's Supplier database as per the registration requirements.
- The National Treasury Central Supplier Database Summary report must be submitted.
- The Council reserves the right to accept any tender and, or part thereof, appoint more than one contractor, and does not bind itself to accept the lowest or any tender. The Council reserves the right to appoint any contractor.
- The validity period for submission will be 90 days from the closing date.
- Tenders that are deposited in the incorrect box or delivered to any other venue will not be considered.

Any inquiries relating to this tender must be submitted in writing via e-mail to tenders@kouga.gov.za and copied to mmangembe@kouga.gov.za

Completed documents in a sealed envelope endorsed "**NOTICE NO: 215/2026: APPOINTMENT OF PANELS OF ELECTRICAL CONSULTANTS FOR A PERIOD OF THREE (3) YEARS**" Must be placed in the Tender Box at 16 Woltemade Street (front entrance), Jeffrey's Bay, Room 122 on or before **MONDAY, 12 OCTOBER 2026 at 12:00.**

C. DU PLESSIS

MUNICIPAL MANAGER

P.O. Box 21
JEFFREYS BAY
6330

For Placement: Herald/Municipal Website/ Municipal Notice Boards in all offices/areas – 11 September 2026

Tender Data

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Tender Data

1. General

1.1 Actions

The Employer is the Kouga Local Municipality, represented by the Director: ELECTRICAL SERVICES

1.2 Tender Documents

The tender documents issued by the Employer comprise:

This tender document (**Tender No: 215/2026**), in respect of contract: **APPOINTMENT OF PANELS OF ELECTRICAL CONSULTANTS FOR A PERIOD OF THREE (3) YEARS**

The Tender

Tendering procedures

Tender Notice and Invitation to Tender
Tender Data

The Contract

Scope of work

Pricing Data

Pricing Instructions
Pricing Schedule

Agreements

Form of Offer and Acceptance

Returnable Documents

List of Returnable Documents
Returnable Schedules

These documents are deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

1.3 Communication and employer's agent

It should be noted that the employer has no agent acting on his behalf for the purposes of this tender. The employer's representatives, for the purposes of any communication between the employer and tenderers, is:

The Manager Project Management Unit:

Mr. **M. Mangembe**
Kouga Local Municipality
16 Woltemade Street
Jeffreys Bay
6330

E-mail: mmangembe@kouga.gov.za

Attention is drawn to the fact that no verbal communication will be allowed prior to the close of tenders. Only information requested and issued formally in writing to tenderers will be regarded as amending the tender documents.

**SECTION 1:
STANDARD CONDITIONS OF TENDER**

NATIONAL TREASURY – GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
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17. Prices
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- 28. Applicable law
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Award" shall mean the acceptance of a bid or proposal.

1.2 "Collusion" means any agreement, arrangement, understanding, or coordinated conduct, whether formal or informal, between two or more parties, including suppliers, officials, or third parties, which is intended to improperly influence procurement outcomes, pricing, competition, or decision-making processes, or to deceive or prejudice the Municipality.

1.3 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.4 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.5 "Contract period" shall mean the duration of the contract as set out in the contract.

1.6 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.7 "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.8 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.9 "Country of Origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.10 "Days" means calendar day.

1.11 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.12 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.13 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.14 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.15 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.16 “GCC” means the General Conditions of Contract.

1.17 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.18 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.19 “Project site” where applicable, means the place indicated in bidding documents.

1.20 “Purchaser” means the organization purchasing the goods.

1.21 “Republic” means the Republic of South Africa.

1.22 “Blacklisting/restricting” shall mean the act of disqualifying a person or an entity from participating in the procurement process of Kouga Local Municipality.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchasers specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchasers request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchasers prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

20.2 Subcontractors or local SMME's shall be paid within 7 days after submitting their valid invoice for works completed to the Contractor unless the bidder provides the payment arrangement within their structure, however this may not exceed 14 calendar days, notwithstanding payment claims received by the Municipality.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may at his discretion extend the suppliers time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the suppliers point of supply is not situated at or near the place where the supplies are required, or the suppliers services are not readily available.

21.5 Except as provided under GCC Clause 23, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the suppliers expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 23, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 31.

23. Force Majeure

23.1 Notwithstanding the provisions of GCC Clauses 22 and 31, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

23.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

24. Termination for insolvency

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

25. Settlement of Disputes

25.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

25.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

25.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

25.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

26. Limitation of liability

26.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27. Governing language

27.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

28. Applicable law

28.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

29. Taxes and duties

29.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchasers country.

29.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

29.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a Valid tax compliance pin certificate, submitted by the bidder. This certificate must be issued by the South African Revenue Services.

30. Prohibition of Restrictive practices

30.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms,

is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

30.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

30.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

31. Restriction of Suppliers

31.1 Authority to Restrict Suppliers

31.1.1 The Municipality may, **independently of the National Treasury restriction process**, restrict a supplier, contractor, service provider or any associated person from doing business with the Municipality where such conduct undermines the integrity, fairness, transparency or effectiveness of the supply chain management system.

31.1.2 This municipal restriction process shall function as an **internal control and risk-management mechanism** and shall not replace or contradict the National Treasury restriction process. 35.1.3 The Accounting Officer shall be the final authority for approving any restriction imposed in terms of this policy.

31.2 Grounds for Restriction

A supplier must be restricted from doing business with the Municipality if the supplier has:

a) Failed to perform satisfactorily in terms of a municipal contract, including persistent poor performance after written warnings;

b) Breached any material term or condition of a contract with the Municipality;

c) Submitted **fraudulent, false or misleading information**, including but not limited to:

- Fraudulent or falsified B-BBEE certificates or affidavits;
- Misrepresentation of experience, capacity, qualification, financial standing or subcontracting arrangements;

d) Engaged in fraud, corruption, collusion, bribery or unethical conduct;

e) Attempted to improperly influence municipal officials, councillors or SCM role-players;

f) Failed to comply with applicable legislation where such non-compliance materially affects performance;

g) Been convicted of an offence involving dishonesty, fraud, corruption or financial misconduct.

h) If found that the appointment of the bidder/vendor/service provider caused or poses a reputational risk to the Municipality in line with the provisions of the Kouga Municipality Supply Chain Management Policy.

i) is listed on the National Treasury or any other Governmental Restriction or blacklisting list.

31.3 Restriction Periods and Sanctions

31.3.1 Restriction periods shall be **proportionate to the severity, intent and impact** of the offence.

31.3.2 Without limiting the Municipality's discretion, the following guideline sanctions apply:

a) Fraudulent B-BBEE Submissions or other Documentation

- Restriction for **up to five (5) years** from doing business with the Municipality;
- Mandatory reporting to National Treasury for possible national restriction;
- Possible termination of existing contracts, subject to legal advice.

b) Fraud, Corruption, Collusion or Bribery

- Restriction for **up to five (5) years**;
- Reporting to National Treasury and law-enforcement agencies.

c) Poor Performance or Contractual Breach

- Restriction for **one (1) year to five (5) years**, depending on severity and recurrence.

d) Misrepresentation (excluding B-BBEE fraud) and Reputational Damage

- Restriction for **one (1) to five (5) years**.

**SECTION 2:
STANDARD PROFESSIONAL SERVICES CONTRACT**

**STANDARD PROFESSIONAL SERVICES CONTRACT
(AS PER LATEST LEGISLATIVE REQUIREMENTS)**

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STANDARD PROFESSIONAL SERVICES CONTRACT

1. DEFINITIONS

In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

Contract

The Contract signed by the Parties and of which these General Conditions of Contract form part.

Contract Data

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract.

Contract Price

The price to be paid for the performance of the Services in accordance with the Pricing Data.

Day

A calendar day.

Defect

A part of the Services, as performed, which does not comply with the requirements of the Contract.

Deliverable

Any measurable, tangible, verifiable outcome, result or item that must be produced or completed;

Employer

The contracting party named in the Contract who employs the Service Provider.

Force Majeure

An event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

Key Persons

Persons who are named as such in the Contract Data who will be engaged in the performance of the Services.

Others

Persons or organisations who are not the Employer, the Service Provider or any employee, Subcontractor, or supplier of the Service Provider.

Parties

The Employer and the Service Provider.

Period of Performance

The period within which the Services are to be performed and completed, commencing from the Start Date.

Personnel

Persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

Personnel Schedule

A schedule naming all Personnel and Key Persons.

Pricing Data

Data that establishes the criteria and assumptions that were taken into account when developing the Contract Price and the record of the components that make up the Contract Price.

Project

The project named in the Contract Data for which the Services are to be provided.

Scope of Work

The document which defines the Employer's objectives and requirements and specifies the Services which must, or may, be provided under the Contract.

Service Provider

The contracting party named in the Contract Data who is employed by the Employer to perform the Services described in the Contract, and legal successors to the Service Provider and legally permitted assignees.

Services

The work to be performed by the Service Provider pursuant to the Contract as described in the Scope of Work.

Start date

The date on which the Services are to commence. as stated in the Contract Data

Subcontractor

A person or body corporate who enters into a subcontract with the Service Provider to perform part of the Services.

a) INTERPRETATION

2.1 Unless inconsistent with the context, an expression which denotes:

- a) any gender includes the other genders;
- b) a natural person includes a juristic person and vice versa;
- c) the singular includes the plural and vice versa.

2.2 If there is any conflict between the provisions of these General Conditions of Contract and the Contract Data, the provisions of the Contract Data shall prevail.

2.3 The clause headings shall not limit, alter or affect the meaning of the Contract.

3. GENERAL**3.1 Governing law**

Law governing the Contract shall be the law of the Republic of South Africa.

3.2 Change in legislation

If after the commencement of the Contract, the cost or duration of the Services is altered as a result of changes in, or additions to, any statute, regulation or bye-law, or the requirements of any authority having jurisdiction over any matter in respect of the Project, then the Contract

Price and time for completion shall be adjusted in order to reflect the impact of those changes, provided that, within 14 Days of first having become aware of the change, the Service Provider furnished the Employer with detailed justification for the adjustment to the Contract Price or Period of Performance (or both).

3.3 Language

- 3.3.1 The language of the Contract and of all communications between the Parties shall be English.
- 3.3.2 All reports, recommendations and reports prepared by the Service Provider under the Contract shall be in English.

3.4 Notices

- 3.4.1 Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data, when sent by e-mail or facsimile to such Party
- 3.4.2 A Party may change its address for receipt of communications by giving the other Party 30 Days advance notice of such change.

3.5 Location

The Services shall be performed at such locations as are specified in the Contract Data, and where the location of a particular task is not so specified, at such locations as the Employer may approve.

3.6 Publicity and publication

Unless otherwise stated in the Contract Data, the Service Provider shall not release public or media statements or publish material related to the Services or Project within two (2) years of completion of the Services without the written approval of the Employer, which approval by the Employer shall not be unreasonably withheld.

3.7 Confidentiality

Both parties shall keep all sensitive information obtained by them in the context of the Contract confidential and shall not divulge it without the written approval of the other Party.

3.8 Variations

- 3.8.1 The Employer may, without changing the objectives or fundamental scope of the Contract, order variations to the Services in writing or may request the Service Provider to submit proposals, including the time and cost implications, for variations to the Services.
- 3.8.2 The reasonable cost of preparation and submission of such proposals and the incorporation into the Contract of any variations to the Services ordered by the Employer, including any change in the Contract Price, shall be agreed between the Service Provider and the Employer.
- 3.8.3 Where a variation is necessitated by default or breach of Contract by the Service Provider, any additional cost attributable to such variation shall be borne by the Service Provider.

3.9 Changes to the Contract Price or Period of Performance

3.9.1 The Service Provider is entitled to apply to the Employer for a change in Contract Price or the Period of Performance in the event that:

- a) a change in legislation takes place in accordance with the provisions of Clause 3.2;
- b) a variation to the Services is made in accordance with the provisions of Clause 3.8;
- c) the Employer or Others do not perform an action, provide access to people, places or things or perform work in accordance with the programme (see Clause 3.15);
- d) the contract is suspended in accordance with the provisions of Clause 8.5;
- e) the contract is restarted following a suspension; or
- f) an event occurs which neither Party could prevent and which prevents the Service Provider from completing the Services or a part thereof

3.9.2 The Service Provider shall submit proposals to change the Contract Price or the Period for Completion (or both) to the Employer within 6 weeks of becoming aware of an event described in 3.9.1 occurring, failing which, the Service Provider shall not be entitled to a change in the Contract Price or Period of Performance.

3.9.3 The Employer shall assess the changes to the Contract Price on the effect of the event on the Services based on time-based fees.

3.9.4 The Employer shall assess the changes to the Period of Performance on the basis of the time that planned completion as shown on the latest approved programme is delayed.

3.10 Sole agreement

The Contract constitutes the sole agreement between the Parties for the performance of the Services and any representation not contained therein shall not be of any force or effect. No amendments will be of any force or effect unless reduced to writing and signed by both Parties.

3.11 Indemnification

The Service Provider shall, at his own expense, indemnify, protect and defend the Employer, its agents and employees, from and against all actions, claims, losses and damage arising from any negligent act or omission by the Service Provider in the performance of the Services, including any violation of legal provisions, or rights of others, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

3.12 Penalty

3.12.1 If due to his negligence, or for reasons within his control, the Service Provider does not perform the Services within the Period of Performance, the Employer shall without prejudice to his other remedies under the Contract or in law, be entitled to levy a penalty for every Day or part thereof, which shall elapse between the end of the period specified for performance, or an extended Period of Performance, and the actual date of completion, at the rate and up to the maximum amount stated in the Contract Data.

3.12.2 If the Employer has become entitled to the maximum penalty amount referred to in 3.12.1, he may after giving notice to the Service Provider:

- a) terminate the Contract
- b) complete the Services at the Service Provider's cost.

3.13 Equipment and materials furnished by the Employer

3.13.1 Equipment and materials made available to the Service Provider by the Employer, or purchased by the Service Provider with funds provided by the Employer for the performance of the Services shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the Employer an inventory of such equipment and materials and shall dispose of them in accordance with the Employer's instructions.

3.13.2 The Service Provider shall, at his own expense, insure the equipment and materials referred to in 3.13.1 for their full replacement value.

3.14 Illegal and impossible requirements

The Service Provider shall notify the Employer immediately, on becoming aware that the Contract requires him to undertake anything which is illegal or impossible.

3.15 Programme

3.15.1 The Service Provider shall, within the time period set out in the Contract Data and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, *inter alia*, include:

- a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
- b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
- c) provisions for float;
- d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
- e) other information as required in terms of the Scope of Work or Contract Data.

3.15.2 The Employer may, during the course of the Contract, request the Service Provider to amend the programme. Where this is not practicable, the Service Provider shall advise the Employer accordingly and advise him of alternative measures, if any, which might be taken.

3.15.3 A programme shall be deemed to be approved if the Employer fails to approve such programme or give reasons for not approving a programme within three weeks of receipt of a request by the Service Provider to approve a programme.

3.15.3 The Service Provider shall update the programme:

- a) unless otherwise stated in the Contract Data, every three months to reflect actual progress to date;
- b) whenever a change in Period of Performance or Contract Price is applied for; and
- c) whenever a change in the Period of Performance is changed by the Employer

and submit such revised programme to the Employer for approval.

3.16 Price adjustment to time-based fees for inflation

3.16.1 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.

3.16.2 The adjustment to the time-based fees shall be equal to:

$$(CPI_n - CPI_s) / CPI_s$$

where CPI_s = the indices specified in the Contract Data during the month in which the start date falls

CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls

4. EMPLOYER'S OBLIGATIONS

4.1 Information

4.1.1 The Employer shall timeously provide to the Service Provider, free of cost, all available information and data in the Employer's possession which may be required for the performance of the Services.

4.1.2 The Employer shall provide the Service Provider with reasonable assistance required in obtaining other relevant information that the latter may require in order to perform the Services.

4.2 Decisions

The Employer shall, within a reasonable time, give his decision on any matter properly referred to him in writing by the Service Provider so as not to delay the performance of Services.

4.3 Assistance

4.3.1 The Employer shall co-operate with the Service Provider and shall not interfere with or obstruct the proper performance of the Services. The Employer shall as soon as practicable:

- a) authorise the Service Provider to act as his agent insofar as may be necessary for the performance of the Services;
- b) provide all relevant data, information, reports, correspondence and the like, which become available;
- c) procure the Service Provider's ready access to premises, or sites, necessary for the performance of the Services;
- d) assist in the obtaining of all approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project, unless otherwise stated in the Contract Data;

4.3.2 Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority in giving instructions and receiving communications on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the Services.

4.4 Services of Others

The Employer shall, at his own cost, engage such Others as may be required for the execution of work not included in the Services, but which is necessary for the completion of the Project.

4.5 Notification of material change or defect

The Employer shall immediately advise the Service Provider on becoming aware of:

- a) any matter other than a change in legislation which will materially change, or has changed the Services; or
- b) a material defect or deficiency in the Services.

4.6 Issue of instructions

Where the Service Provider is required to administer the work or services of Others, or any contract or agreement, on behalf of the Employer, then the Employer shall issue instructions related to such work, services, contract or agreement only through the Service Provider.

4.7 Payment of Service Provider

The Employer shall pay the Service Provider the Contract Price in accordance with the provisions of the Contract.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 General

5.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

5.1.2 If the Service Provider is a joint venture or consortium of two or more persons, the Service Provider shall designate one person to act as leader with authority to bind the joint venture or consortium. Neither the composition nor the constitution of the joint venture or consortium shall be altered without the prior consent in writing of the Employer, which shall not be unreasonably withheld.

5.2 Exercise of authority

The Service Provider shall have no authority to relieve Others appointed by the Employer to undertake work or services on the Project of any of their duties, obligations, or responsibilities under their respective agreements or contracts, unless expressly authorised by the Employer in response to an application by the Service Provider in writing to do so.

5.3 Designated representative

Unless otherwise communicated, the authorised and designated person named in the Contract Data has complete authority to receive instructions from and give information to the Employer on behalf of the Service Provider.

5.4 Insurances to be taken out by the Service Provider

5.4.1 The Service Provider shall as a minimum and at his own cost take out and maintain in force all such insurances as are stipulated in the Contract Data.

5.4.2 The Service Provider shall, at the Employer's request, provide evidence to the Employer showing that the insurance required in terms of Clause 5.4.1 has been taken out and maintained in force.

5.5 Service Provider's actions requiring Employer's prior approval

The Service Provider shall obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions:

- a) appointing Subcontractors for the performance of any part of the Services,
- b) appointing Key Persons not listed by name in the Contract Data.
- c) any other action that may be specified in the Contract Data.

5.6 Co-operation with Others

If the Service Provider is required to perform the Services in co-operation with Others he may make recommendations to the Employer in respect of the appointment of such Others. The Service Provider shall, however, only be responsible for his own performance and the performance of Subcontractors unless otherwise provided for.

5.7 Notice of change by Service Provider

On becoming aware of any matter which will materially change or has changed the Services, the Service Provider shall within 14 Days thereof give notice to the Employer.

6. CONFLICTS OF INTEREST

6.1 Service Provider not to benefit from commissions, discounts, etc.

The remuneration of the Service Provider under the Contract shall constitute the Service Provider's sole remuneration in connection with the Contract, or the Services, and the Service Provider shall not accept for his own benefit any trade commission, discount, or similar payment in connection with activities pursuant to the Contract, or in the discharge of his obligations under the Contract, and shall use his best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them shall, similarly, not receive any additional remuneration.

6.2 Royalties and the like

The Service Provider shall not have the benefit, whether directly or indirectly, of any royalty or of any gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the Contract, or Project, unless so agreed by the Employer in writing.

6.3 Independence

The Service Provider shall refrain from entering into any relationship which could be perceived as compromising his independence of judgement, or that of Subcontractors or Personnel.

7. SERVICE PROVIDER'S PERSONNEL

7.1 General

7.1.1 The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services.

7.1.2 Where required in terms of the Contract, the Service Provider shall provide Key Persons as listed in the Contract Data to perform specific duties. If at any time, a particular Key Person cannot be made available, the Service Provider may engage a replacement who is equally or better qualified to perform the stated duty, subject to the Employer's approval, which approval shall not be unreasonably withheld.

7.1.3 Where the fees for the Services are time- based, the fee payable for a person provided as a replacement to a named Key Person shall not exceed that which would have been payable to the person replaced.

7.1.4 The Service Provider shall bear all additional costs arising out of or incidental to replacement of Personnel, except where such replacement is otherwise provided for in the Contract.

7.1.5 The Service Provider shall take all measures necessary and shall provide all materials and equipment necessary to enable Personnel to perform their duties in an efficient manner.

7.2 Provision of Personnel in terms of a Personnel Schedule

7.2.1 The Service Provider shall, where required in terms of the Contract Data, provide appropriate Personnel for such time periods as required in terms of the Contract and enter all data pertaining

to Personnel including titles, job descriptions, qualifications and estimated periods of engagement on the performance of the Services in the Personnel Schedule.

7.2.2 Where the Service Provider proposes to utilise a person not named in the Personnel Schedule, he shall submit the name, relevant qualifications and experience of the proposed replacement person to the Employer for approval. Should the Employer not object in writing within 10 Days of receipt of such notification, the replacement shall be deemed to have been approved by the Employer.

7.2.3 The Services shall be performed by the Personnel listed in the Personnel Schedule for the periods of time indicated therein. The Service Provider may, subject to the approval of the Employer, make such adjustments to the data provided in terms of Clause 7.2.1 above as may be appropriate to ensure the efficient performance of the Services, provided that the adjustments will not cause payments to exceed any limit placed on the Contract Price.

7.2.4 The Service Provider shall, if required in terms of Clause 7.2.1:

a) forward to the Employer for approval, within 15 Days of the award of the Contract, the Personnel Schedule and a timetable for the placement of Personnel.

b) inform the Employer of the date of commencement and departure of each member of Personnel during the course of the Project.

c) submit to the Employer for his approval a timely request for any proposed change to Personnel, or timetables.

8. COMMENCEMENT, COMPLETION, MODIFICATION, SUSPENSION AND TERMINATION

8.1 Commencement of Services

The Service Provider shall commence the performance of the Services within the period stated in the Contract Data.

8.2 Completion

8.2.1 Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract shall be concluded when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

8.2.2 The Service Provider may request an extension to the Period of Performance if he is or will be delayed in completing the Contract by any of the following causes:

a) additional Services ordered by the Employer;

b) failure of the Employer to fulfil his obligations under the Contract;

c) any delay in the performance of the Services which is not due to the Service Provider's default;

d) *Force Majeure*; or

e) suspension.

8.2.3 The Service Provider shall within 14 Days of becoming aware that a delay may occur or has occurred, notify the Employer of his intention to make a request for the extension of the Period of Performance to which he considers himself entitled and shall within 30 days after the delay ceases deliver to the Employer full and detailed particulars of the request.

8.2.4 The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, or

inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.

8.3 Force Majeure

8.3.1 The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to meet the terms and conditions of this Contract, and has informed the other Party as soon as possible about the occurrence of such an event.

8.3.2 In the event that the performance of the Services has to be suspended on the grounds of *Force Majeure*, the Period of Performance shall be extended by the extent of the delay plus a reasonable period for the resumption of work.

8.3.3 During the period of his inability to perform the Services as a result of an event of *Force Majeure*, the Service Provider shall be entitled to any payment due in terms of the Contract and shall be reimbursed for additional costs reasonably and necessarily incurred by him in suspending, delaying and re-activating the performance of the Services.

8.4 Termination

8.4.1 The Employer may terminate the Contract:

- (a) where the Services are no longer required;
- (b) where the funding for the Services is no longer available;
- (c) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within thirty (30) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing;
- (d) if the Service Provider becomes insolvent or liquidated; or
- (e) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days;

8.4.2 The Employer shall give the Service Provider not less than thirty (30) Days written notice of any termination made in terms of 8.4.1 (a) or (b).

8.4.3 The Service Provider may terminate the Contract, by giving not less than thirty (30) Days written notice to the Employer after the occurrence of any of the following events:

- (a) if the Employer fails to pay any monies due to the Service Provider in terms of the Contract and not subject to dispute pursuant to Clause 12 within forty-five (45) Days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; or
- (c) when the Services have been suspended under Clause 8.5 and the period of suspension exceeds the period stated in the Contract Data, or it is clear to the Service Provider that it will be impossible or impractical to resume the suspended Services before the period of suspension has exceeded the period stated in the Contract Data; or
- (d) if the Employer is in material breach of a term of the Contract and fails to rectify such breach within 30 Days of the receipt of written notice requiring him to do so.

8.4.4 Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed

prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (c) and (d) of Clause 8.4.1.

- 8.4.5 Should the Service Provider, being an individual or the last surviving principal of a partnership or body corporate, die or be prevented by illness or any other circumstances beyond his control from performing the obligations implied by the Contract, the Contract shall be terminated without prejudice to the accrued rights of either Party against the other.

8.5 Suspension

- 8.5.1 The Employer may temporarily suspend all or part of the Services by notice to the Service Provider who shall immediately make arrangements to stop the performance of the Services and minimise further expenditure.
- 8.5.2 When Services are suspended, the Service Provider shall be entitled to pro-rata payment for the Services carried out and reimbursement of all reasonable cost incident to the prompt and orderly suspension of the Contract.

8.6 Rights and liabilities of the Parties

Completion, suspension or termination of the Contract shall not prejudice or affect the accrued rights or liabilities of the Parties.

9. OWNERSHIP OF DOCUMENTS AND COPYRIGHT

- 9.1 Copyright of all documents prepared by the Service Provider in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to Project shall be vested in the party named in the Contract Data. Where copyright is vested in the Service Provider, the Employer shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the Project and need not obtain the Service Provider's permission to copy for such use. Where copyright is vested in the Employer, the Service Provider shall not be liable in any way for the use of any of the information other than as originally intended for the Project and the Employer hereby indemnifies the Service Provider against any claim which may be made against him by any party arising from the use of such documentation for other purposes.
- 9.2 The ownership of data and factual information collected by the Service Provider and paid for by the Employer shall, after payment by the Employer, lie with the Employer.
- 9.3 The Employer shall have no right to use any documents prepared by the Service Provider whilst the payment of any fees and expenses due to the Service Provider in terms of the Contract is overdue.

10. SUCCESSION AND ASSIGNMENT

- 10.1 Except as defined in Clause 8.4.4 above, each Party binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other Party and to the other partners, successors, executors, administrators, assigns and legal representatives of the other Party in respect of all obligations and liabilities of the Contract.
- 10.2 An assignment shall be valid only if it is a written agreement by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
- 10.3 The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
- (a) by a charge in favour of the Service Provider's bankers of any monies due or to become due under the Contract; or
 - (b) by assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

- 10.4 The approval of an assignment by the Employer shall not relieve the Service Provider of his obligations for the part of the Contract already performed or the part not assigned.
- 10.5 If the Service Provider has assigned his Contract or part thereof without authorization, the Employer may forthwith terminate the Contract and the third party will have no claim against the Employer resulting from such termination.

11. SUBCONTRACTING

- 11.1 A Service Provider may not subcontract any work which he has the skill and competency to perform, unless otherwise permitted in the Contract Data.
- 11.2 A subcontract, where permitted in terms of the Contract Data, shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of the Services to Others.
- 11.3 The Service Provider shall not subcontract to nor engage a Subcontractor to perform any part of the Services without the prior written authorization of the Employer. The services to be subcontracted and the identity of the Subcontractor shall be notified to the Employer. The Employer shall, within 14 Days of receipt of the notification and a full motivation why such services are to be subcontracted, notify the Service Provider of his decision, stating reasons, should he withhold such authorization. If the Service Provider enters into a subcontract with a Subcontractor without prior approval, the Employer may forthwith terminate the Contract.
- 11.4 The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.
- 11.5 The Service Provider shall advise the Employer without delay of the variation or termination of any subcontract for performance of all or part of the Services.
- 11.6 The Service Provider shall be responsible for the acts, defaults and negligence of Subcontractors and their agents or employees in the performance of the Services, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. Approval by the Employer of the subcontracting of any part of the Contract or of the engagement by the Service Provider of Subcontractors to perform any part of the Services shall not relieve the Service Provider of any of his obligations under the Contract.

12. RESOLUTION OF DISPUTES

12.1 Settlement

- 12.1.1 The Parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to the Contract and may not initiate any further proceedings until either Party has, by written notice to the other, declared that such negotiations have failed.
- 12.1.2 Any dispute or claim arising out of or relating to the Contract which cannot be settled between the Parties shall in the first instance be referred by the Parties to either mediation or adjudication as provided for in the Contract Data.

12.2 Mediation

- 12.2.1 If the Contract Data does not provide for dispute resolution by adjudication, not earlier than 14 Days after having advised the other Party, in terms of Clause 12.1, that negotiations in regard to a dispute have failed, an aggrieved Party may require that the dispute be referred, without legal representation, to mediation by a single mediator. The mediator shall be selected by agreement between the Parties, or, failing such agreement, by the person named for this purpose in the Contract Data. The costs of the mediation shall be borne equally by the Parties.
- 12.2.2 The mediator shall convene a hearing of the Parties and may hold separate discussions with any Party and shall assist the Parties in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Parties shall record such agreement in writing and thereafter they shall be bound by such agreement.
- 12.2.3 The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Parties.
- 12.2.4 If either Party is dissatisfied with the opinion expressed by the mediator or should the mediation fail, then such Party may require that the dispute be referred to arbitration or litigation in a competent civil court, as provided for in the Contract Data.

12.3 Adjudication

- 12.3.1 If the Contract Data does not provide for dispute resolution by mediation, an aggrieved Party may refer the dispute to adjudication. Adjudication shall be in accordance with the latest edition of the separately published CIDB Adjudication Procedures.
- 12.3.2 The adjudicator shall be appointed in terms of the Adjudicator's Agreement bound in the Construction Industry Development Board's Adjudication Procedure.
- 12.3.3 The Adjudicator shall be any person agreed to by the parties or, failing such agreement, shall be nominated by the person named in the Contract Data. The Adjudicator shall be appointed in accordance with the Adjudicator's Agreement contained in the CIDB Adjudication Procedure.
- 12.3.4 If a Party is dissatisfied with the decision of the Adjudicator, the Party may give the other Party notice of dissatisfaction within 28 Days of the receipt of that decision and refer the dispute to arbitration or litigation in a competent civil court as provided for in the Contract Data. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties.

12.4 Arbitration

- 12.4.1 Arbitration, where provided for in the Contract Data, shall be by a single arbitrator in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the Parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Association or Arbitrators current at the date the arbitrator is appointed.
- 12.4.2 The arbitrator shall be mutually agreed upon or, failing agreement, to be nominated by the person named in the Contract Data.

13. LIABILITY

13.1 Liability of the Service Provider

- 13.1.1 The Service Provider shall be liable to the Employer arising out of or in connection with the Contract if a breach of Clause 5.1 is established against him.
- 13.1.2 The Service Provider shall correct a Defect on becoming aware of it. If the Service Provider does not correct a Defect within a reasonable time stated in a notification and the Defect arose from

a failure of the Service Provider to comply with his obligation to provide the Services, the Service Provider shall pay to the Employer the amount which the latter assesses as being the cost of having such Defect corrected by Others.

13.1.3 All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance stated in the Contract Data, if any.

13.2 Liability of the Employer

The Employer shall be liable to the Service Provider arising out of or in connection with the Contract if a breach of an obligation of his in terms of the Contract is established. The Service Provider shall have no separate delictual right of action against the Employer.

13.3 Compensation

If it is established that either Party is liable to the other, compensation shall be payable only on the following terms:

- (a) Compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of the breach.
- (b) In any event, the amount of compensation will be limited to the amount specified in Clause 13.5.

13.4 Duration of Liability

Notwithstanding the terms of the Prescription Act No. 68 of 1969 (as amended) or any other applicable statute of limitation neither the Employer nor the Service Provider shall be held liable for any loss or damage resulting from any occurrence unless a claim is formally made within the period stated in the Contract Data or, where no such period is stated, within a period of three years from the date of termination or completion of the Contract.

13.5 Limit of Compensation

13.5.1 Unless otherwise indicated in the Contract Data, the maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to:

- a) the sum insured in terms of 5.4 in respect of insurable events; and
- b) the sum stated in the Contract Data or, where no such amount is stated, to an amount equal to twice the amount of fees payable to the Service Provider under the Contract, excluding reimbursement and expenses for items other than salaries of Personnel, in respect of non-insurable events.

13.5.2 Each Party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amount payable.

13.5.3 If either Party makes a claim for compensation against the other Party and this is not established, the claimant shall reimburse the other for his reasonable costs incurred as a result of the claim or if proceedings are initiated in terms of Clause 12 for such costs as may be awarded.

13.6 Indemnity by the Employer

Unless otherwise indicated in the Contract Data, the Employer shall indemnify the Service Provider against all claims by third parties which arise out of or in connection with the performance of the Services save to the extent that such claims do not in the aggregate exceed the limit of compensation in Clause 13.5, if applicable, or are covered by the insurances arranged under the terms of Clause 5.4.

13.7 Exceptions

13.7.1 Clauses 13.5 and 13.6 shall not apply to claims arising from deliberate misconduct.

13.7.2 The Service Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) the Employer omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Service Provider, or requiring the Service Provider to implement a decision or recommendation with which the Service Provider disagrees or on which he expresses a serious reservation; or
- b) the improper execution of the Service Provider's instructions by agents, employees or independent contractors of the Employer.

14. REMUNERATION AND REIMBURSEMENT OF SERVICE PROVIDER

The Employer shall remunerate and reimburse the Service Provider for the performance of the Services as set out in the Pricing Data. If not otherwise stated in the Pricing Data, the following shall apply:

- 14.1 The Service Provider shall be entitled to render interim monthly accounts for fees and reimbursements throughout the duration of the Contract. Interim amounts of lump sum fees due shall be based on progress.
- 14.2 Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Employer, at the prime interest rate charged by his bank and certified by such bank, plus 2% per annum, and calculated from the due date of payment.
- 14.3 If any item or part of an item in an invoice submitted by the Service Provider is disputed by the Employer, the latter shall, before the due date of payment, give notice thereof with reasons to the Service Provider, but shall not delay payment of the balance of the invoice. Clause 14..2 shall apply to disputed amounts which are finally determined to be payable to the Service Provider.
- 14.4 In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of twenty four months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Day's notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.

15. AMOUNTS DUE TO THE EMPLOYER

Amounts due to the Employer shall be paid by the Service Provider within thirty (30) Days of receipt by him of the relevant invoices. If the Employer does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, which is payable by the Service Provider, at the rate stated in the Contract Data, calculated from the due date for payment.

SECTION 3: SCOPE OF WORKS

1. EMPLOYER'S OBJECTIVE

- 1.1** Kouga Local Municipality's objective with this tender process is to establish panels of electrical engineering consultants per field of expertise for i.a. investigations, options analysis, feasibility studies, GIS & Asset register updating, planning, funding applications, license applications, preliminary design, detailed design, compilation of bid specifications, bid documentation and bid evaluation, construction supervision and monitoring, and to appoint and manage a qualified Health and Safety agent on behalf of the employer in terms of the Construction Regulations 2014, for the implementation of various projects in the Kouga municipal area, for a 3 year period.
- 1.2** Bids received will be subjected to a pre-qualification evaluation for quality/functionality to determine eligibility. Successful bidders will be considered for appointment per project, as and when projects and budgets are approved over the three year period. Kouga Local Municipality reserves the right to appoint single or multiple consultants on the basis of area, project or field of expertise.
- 1.3** Consultants appointed in terms of 215 /2026 are responsible for the completion of the full scope of works and contracts will remain valid until such date.

C3.3 Management / Oversight structures for the project

The project is run under the authority of the Electrical Department of Municipal Services and Infrastructure & Engineering. The Service Provider will report directly to the manager Electricity on matters relating to progress and performance on the project. MSID also employs technical managers in various fields of engineering which will be consulted on the implementation of their projects.

C3.4 Description of the services

The professional service required is for electrical but will also include the related mechanical engineering disciplines.

The professional services may also include the need to employ subcontractors / consultants for planning and feasibility studies, including the following:

- a) Environmental and other specialist studies,
- b) Land Surveying,
- c) Site investigations (topographical and geotechnical),
- d) Health and Safety services.

C3.5 Requirements

C3.5.1 General

The services provided shall satisfy the stated objectives of the Employer. The services to be provided as part of this tender includes, but are not limited to:

- a) Standard or low cost electrification projects
- b) Electrical infrastructure upgrade or extensions to Low Voltage or Medium / High Voltage reticulation networks
- c) Street, area or floodlighting projects
- d) Building electrical and mechanical services projects
- e) SCADA / telemetry projects
- f) Energy efficient and Demand Side Management projects

- g) Renewable / alternative energy projects
- h) Smart / innovative electricity metering solutions
- i) Electrical and mechanical installations at pump stations, waste water treatment works and water purification works
- j) Eskom negotiations related to Bulk Supplies
- k) NERSA reporting and tariff approvals, including compiling tariffs
- l) DoE applications for funding, and reporting
- m) MIG applications and execution of related projects
- n) Prepare electrical master plans and reports
- o) Prepare drawings of existing electrical reticulation networks compatible to GIS and assets management systems
- p) Assist with OSH Act and NERSA compliance in terms of electrical distribution network
- q) Capital Contribution Policy and other electrical levies
- r) Planning and operation and maintenance manuals
- s) Any other tasks related to electrical and mechanical engineering
- t) Specialist services and investigations:
 - Topographical surveys
 - Geotechnical investigations
 - Cadastral land surveying
 - Occupational Health and Safety
 - Environmental Assessment Practitioners

The stages of services required will be as prescribed in the Guidelines. The Service Provider may not proceed from one stage of the project to another, without the prior approval of the Employer or Project Manager.

C3.5.2 Engineering

The engineering services shall satisfy the stated objectives of the Employer in relation to the construction works identified in the description of the services. The consultancy shall, as a minimum, in order to satisfy these objectives provide the normal services set out in the *Guideline for Services and Processes for Estimating Fees for Registered Persons in terms of the Engineering Profession Act, 2000 (Act 46 of 2000), Government Gazette No 52691, 16 May 2025, Board Notice 783 of 2025, and the following additional services:*

- 1) All services related to defining the scope of work.
- 2) Making arrangements for way leaves, servitudes or expropriations.
- 3) Negotiating and arranging for the provision or diversion of services not forming part of the works.
- 4) Additional work in obtaining the formal approval of the appropriate Government Department of Public Authorities, including the making of such revisions as may be required as a result of decision of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
- 5) Geotechnical investigations, laboratory tests and analysis carried out on behalf of the Employer.
- 6) Detailed inspections, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in tender or similar documents prepared by the consulting engineer.
- 7) Preparing and setting out particulars and calculations in a form required by any relevant authority.
- 8) Abnormal additional service by or costs to the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and timely.
- 9) Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimise or maintain proper functioning of any process or system.
- 10) Investigating or reporting on tariffs or charges leviable by or to the Employer.

- 11) Additional services, duties and/or work resulting from project scope changes, alternations and/or instructions by the Employer, or his duly authorised agents, requiring the consulting engineer to advise upon, review, adapt and/or after his completed designs and/or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing between the consulting engineer and the Employer prior to the execution thereof.
- 12) Work and/or services related to the targeted procurement that could entail, but is not necessarily limited to any or all of the following:
 - Incorporation of any targeted participation goals,
 - The measuring of key participation indicators,
 - The selection, appointment and administration of participation goals and;
 - Auditing compliance to the above by any contractors and/or professional consultant.
- 13) Exceptional arrangements, communication, facilitation and agreements with any stakeholder other than the Employer and contractors appointed for the works on which the consulting engineer provides services.
- 14) Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and the Employer.
- 15) Provide additional construction monitoring confirming to Level 1 of the Guidelines to compel the consultant to have an agent on site when required and not on a permanent basis.
- 16) Act as the Occupation Health and Safety agent, or procure the services of a suitable service provider, on behalf of the Employer, as outlined in 3.3.3 of the Guidelines.

C3.6 Reports

In addition to the reports required in the standard services for each discipline, the following reports need to be submitted as minimum, where required by the Employer or Project Manager:

Report	Review
Inception Report	This report should be submitted within 2 weeks after commencing the services. It should set out any major inconsistency in the Scope of Work, difficulties in executing the contract, the methodology that the Service Provider is to apply in the execution of the contract, key assumptions in the development of the deliverables, etc.
Feasibility Report	This report should be submitted within 10 weeks after commencing the services. It should include all site investigations that were conducted, the conceptual layout plans, feasibility study, existing and required engineering services, planning restrictions, cost estimates.
Progress Report	These reports should be submitted at the conclusion of the major stages of the project to keep the Employer informed on progress. They may also provide warnings of anticipated problems and indicate changes in time frames. The Project Manager may require weekly or monthly progress reports should the need arise.
Design / Technical Report	This report should encapsulate the final design concept, design standards and specifications that will be implemented and must be submitted prior to commencing with the procurement of tenders .

Tender Evaluation Report	This report will include the technical and financial evaluation of tenders received on the various disciplines with recommendations on preferred tenders and must be submitted within 10 working days from receipt of tender documents.
Interim Reports	If the project is phased, interim reports are required to inform the employer of preliminary results, alternative solutions, and major decisions that need to be made.
Final Close-out Report	The final report is due within 3 months of the completion of the project and should include all record (as-built) drawings, a summary of the various stages of the project, critical correspondence, problems experience during the implementation of the project, evaluation of contractors' performance, completion certificates, final approval and payment certificates, etc.

C3.7 Co-operation with other services providers

This Service Provider may be required to liaise with other Service Providers to meet the objectives of the Employer.

C3.8 Facilities and equipment to be provided by the Employer

The Employer may provide a boardroom for holding regular progress meetings.

C3.9 Reference data

As applicable to the various planning and design disciplines.

C3.10 Applicable national and international standards

As applicable to the various planning and design disciplines.

C3.11 Particular / Generic specifications

As applicable to the various planning and design disciplines.

C3.12 Approvals

As applicable to the various planning and design disciplines.

C3.13 Procurement

As specified in the Kouga Municipality's Supply Chain Management and Preferential Procurement Policies.

C3.14 Access to land / buildings / sites

Where applicable, access needs to be arranged with the relevant landowners.

C3.15 Planning and programming

Service Providers are to provide a programme indicating their individual activities required to achieve the Employer's objectives. The programme should as a minimum give description, start and end dates and duration of each activity. The programme should indicate milestone dates and critical path activities. The programme must be submitted within the timeframe stipulated in the contract data. The programme should be updated as the need arises or as directed by the Project Manager.

C3.16 Software application for programming

Programmes submitted electronically must be done on MS Project or similar compatible software.

C3.17 Quality management

Engineering consultants will be required to have a valid Quality Management System (QMS) approved by Consulting Engineers South Africa (CESA) or ISO 9001 of 2000. All other service providers need to submit details of their quality management system for review and approval by the Employer, where required by the Engineer.

Kouga Municipality will implement a Performance Monitoring System for all engineering consultants employed on projects. The system will include a Performance Scorecard that will evaluate inter alia the quality of design, adherence to time constraints, recognition of cost (Scope and Budget control), project administration, communication and interfaces, construction management, post construction close-out and general performance. The detailed scorecard will be provided to Service Providers at commencement of services.

C3.18 Format of communications

Communication may be by means of e-mail, post or facsimile in any format compatible with the MS Office suite of software or readable Adobe Acrobat software.

C3.19 Key personnel

The Service Provider needs to submit a schedule of Key Personnel with contact details to be employed on the project within 10 working days from appointment on a project(s). The schedule of key personnel must include the names and particulars of personnel included in the Contract Data. Service Providers may not replace the key personnel so provided without prior approval of the Project Manager and the Employer.

C3.20 Management meetings

Regular project meetings will be held approximately once a month in the Kouga municipal area that would include the Employer, the Project Manager, Service Providers and members of the local community, where applicable. The level of representation at the meetings shall be of such a nature to permit that decisions be taken and agreed to. The Service Provider must be represented by the key person identified as such in the personnel schedule or his pre-approved designate. A minimum of 4 compulsory meetings with Kouga municipality is required in addition to the compulsory monthly progress meetings from project construction phase.

C3.21 Forms for contract administration

None

C3.22 Electronic payments

The Service Provider needs to make appropriate arrangements with the Employer's Finance Department with regards to electronic payments required. All Service Providers on the project must be registered on the Kouga Municipal Supplier database.

C3.23 Daily records

None

C3.24 Professional Indemnity Insurances

Service Providers are to submit one copy of their PI insurance to the Project Manager at the project kick-off meeting.

C3.25 Payments certificates

None

C3.26 Use of documents by the Employer

The Employer may use documents submitted by the Service Provider to achieve its stated objectives, provided that the services rendered have been paid for in full.

C3.27 Property provided for the Consultant's use

None

C3.28 Proof of compliance with the law

The Service Provider shall, upon request from the Employer or Project Manager, provide proof of compliance with the various laws applicable to the implementation of the service so provided.

C3.29 Annexure

Kouga Supply Chain Management Policy (Tenderers to obtain own copy)

**SECTION 4:
PANEL IMPLEMENTATION INFORMATION**

1. OBJECT AND OPERATION OF THE FRAMEWORK

- The object of this panel is to enable the *Employer* to invite tenders and to appoint the three highest scorers per Category to carry out work over the panel contract term in respect of Tender Notice **215/2026 Appointment of panels of electrical consultants for a period of three (3) years.**

- on an “as instructed” basis within its defined scope. The goal of this approach is to speed up and streamline procurement for the completion of engineering related projects as required by the *Employer* from the open market in order to fulfil its strategic objectives, while maintaining transparency and equitability of the procurement process.
- All appointments are subject to the availability of funds.

2. THE SELECTION PROCEDURE

The *Employer* selects a *Supplier* appointed under the Panel for a proposed project according to the criteria and terms of this *selection procedure*:

2.1 Eligibility and Selection of a Supplier in the Panel

A *Supplier* is eligible for selection by the *Employer* for a proposed project if:

- The supplier was found eligible according to the eligibility criteria as set out in the tender document.

The selection procedure/criteria are set down as follow:

- Consultancies may be requested to provide a quote for a specific project on request of the Employer;
- All assignments will be allocated at the discretion of the Employer, who shall strive to achieve some degree of equity among the listed consultancies;
- The Employer may allocate a particular assignment to a specific consultancy on the panel in order to promote continuity where that particular consultancy has had involvement in previous work associated with the assignment;
- Project assignments will not necessarily be awarded to all consultancies included in the panel.

SECTION 5: PRICING DATA

C2.1 PRICING INSTRUCTION

C2.1.1 PREAMBLE TO THE PRICING SCHEDULE

- C2.1.1.1 The fee scales for services rendered in terms of the scope of works of this contract will be agreed per project in accordance with the “Guideline Scope of Services and Tariff of Fees of Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000)” of ECSA as published in the Government Gazette No. 52691 16 May 2025 (Board Notice 783 of 2025), as amended from time to time, after taking into account e.g. the project type, project value, project situation, and engineering effort.
- C2.1.1.2 The bidder must firstly indicate in the Pricing Schedule the % discount to be offered on the fee scale for services rendered per project on this contract, to a **between 10%- 30%**. Bids offering discount in excess of 30% will be rejected.
- C2.1.1.3 The bidder must also indicate in the Pricing Schedule the **% mark-up** that will be charged on sub-contracting other service providers, e.g. specialists for surveys, environmental investigations, geotechnical investigations, health and safety requirements, laboratory testing, etc.
- C2.1.1.4 The bidder must price the items in the Pricing Schedule in **handwritten, non-erasable black ink**.
- C2.1.1.5 No correction fluids may be used to correct mistakes.
- C2.1.1.6 Time based rates will apply when specifically agreed upon per project.
- C2.1.1.7 Recoverable costs, e.g. printing, reproduction, telephone, cell phone, telefax, and advertising costs will be reimbursed based on actual cost. Proof of such expenditure shall accompany all claims.
- C2.1.1.8 Travel costs for distance travelled will be reimbursed based on AA tariff scales. Time based professional fees will not be reimbursed for travel time.

C2.1 PRICING INSTRUCTIONS

C2.1.1 GENERAL

- 1) The Service Provider is to price all items or one discipline only in the Pricing Schedule of which they want to consider as their field of expertise. Where no price is included next to an item, it will be considered to be included in other items of the Pricing Schedule.
- 2) The Pricing Schedules reflects non-specific and indicative (for tendering purposes only) Time Based Fees that would include Feasibility Studies, Reports, Construction Monitoring and other Additional Services that may be warranted throughout the duration of the multi-year period for projects that are not clearly defined or straightforward.

The Pricing Schedules also reflect indicative Percentage Fees and Recoverable Expenses schedules based on technical project/s as defined in the Scope of Works (Part C hereof).

- 3) All activities must be invoiced as agreed, based on the actual hours spent on the activity or the progress milestones achieved in the case of percentage fee based projects.
- 4) Payments will be based on the actual hours spent on such activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
- 5) The budget allocated to each activity and the total of prices for the activities shall not be exceeded without the written approval of the Employer.
- 6) Provisional Sums have been allowed for other professional service that may be required.
- 7) The bidder must price the items in the Pricing Schedule in handwritten, non-erasable black ink.
- 8) No correction fluids may be used to correct mistakes.

- 9) Time based rates will apply when specifically agreed upon per project.
- 10) Recoverable costs, e.g. printing, reproduction, telephone, cell phone, telefax, and advertising costs will be reimbursed based on actual cost. Proof of such expenditure shall accompany all claims.
- 11) Travel costs for distance travelled will be reimbursed based on AA tariff scales. Time based professional fees will not be reimbursed for travel time.

C2.1.2 ENGINEERING

- 1) The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the *Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act 46 of 2000* Government Gazette No. 52691 16 May 2025 (Board Notice 783 of 2025) (Tariff of Fees), based on Civil, Structural, Electrical and Mechanical Engineering Services pertaining to Engineering and Building Projects.
- 2) The fee payable in terms of 1) above shall include all expenses referred to in the Tariff of Fees relating to work remunerated on such a basis, that the tendered price must be all inclusive price including sundries and traveling.
- 3) In the case of the Percentage Fee the discount is restricted between 10%-30% be offered by all bidders.
- 4) Fees for additional services, which cannot be calculated as a fee in accordance with the Tariff of Fees, shall be either paid for on a lump sum basis if scheduled as such in the Pricing Schedule, or on a time and expenses basis based on the rates priced in the Pricing Schedule.

**SECTION 6:
PRICING SCHEDULE**

Fees for professional services:

SCHEDULE A: 66KV CONSTRUCTION, INTERNAL 22 & 11KV UNDERGROUND, OVERHEAD LINE, SUBSTATION & INEP PROJECTS

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
A1	FEES FOR PROFESSIONAL SERVICES:				
A1.1	Professional Fees (before any discount): Example of R4,000,000.00 – R10,000,000.00 used for tender purposes only	n/a	n/a	n/a	R1 323,500
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2025				
A1.2.	% Discount offered on item A1.1 (between 10%- 30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. A1 (SUM OF ITEMS A1.1 AND A1.2):				R
A2	EXPENSES AND COSTS:				
A2.1	Recoverable Expenses (e.g. sub-consultants) Example of R200,000.00 used for tender purposes only	n/a	n/a	n/a	R 200,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
A2.2.	Mark-up % tendered on item A2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. A2 (SUM OF ITEMS A2.1 AND A2.2):				R
A3	TOTAL FOR FEES, EXPENSES AND COSTS:				
A3.1	Sum of totals for Items A1 and A2 above (i.e. Including amounts for items A1.1, A1.2, A2.1 and A2.2):				R

A3.2	15% VAT on Item A3.1 above:	R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS A3.1 AND A3.2):	R

SCHEDULE B: ENERGY GENERATION PROJECTS

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
B1	FEES FOR PROFESSIONAL SERVICES:				
B1.1	Professional Fees (before any discount): Example of R630,000,000 used for tender purposes only	n/a	n/a	n/a	R46,273,500
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2025				
B1.2.	% Discount offered on item B1.1 (between 10%-30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. B1 (SUM OF ITEMS B1.1 AND B1.2):				R
B2	EXPENSES AND COSTS:				
B2.1	Recoverable Expenses (e.g. sub-consultants) Example of R300,000.00 used for tender purposes Only	n/a	n/a	n/a	R 1000,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
B2.2.	Mark-up % tendered on item B2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. B2 (SUM OF ITEMS B2.1 AND B2.2):				R
B3	TOTAL FOR FEES, EXPENSES AND COSTS:				
B3.1	Sum of totals for Items B1 and B2 above (i.e. Including amounts for items B1.1, B1.2, B2.1 and B2.2):				R
B3.2	15% VAT on Item B3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS B3.1 AND B3.2):				R

SCHEDULE C: EEDSM ENERGY EFFICIENCY PROJECTS

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
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C1	FEES FOR PROFESSIONAL SERVICES:				
C1.1	Professional Fees (before any discount): Example of R5,000,000.00 used for tender purposes only	n/a	n/a	n/a	R698,500
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2025				
C1.2.	% Discount offered on item C1.1 (between 10-30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. C1 (SUM OF ITEMS C1.1 AND C1.2):				R
C2.	EXPENSES AND COSTS:				
C2.1	Recoverable Expenses (e.g. sub-consultants) Example of R50,000.00 used for tender purposes Only	n/a	n/a	n/a	R 50,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
C2.2.	Mark-up % tendered on item C2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. C2 (SUM OF ITEMS C2.1 AND C2.2):				R
C3	TOTAL FOR FEES, EXPENSES AND COSTS:				
C3.1	Sum of totals for Items C1 and C2 above (i.e. Including amounts for items C1.1, C1.2, C2.1 and C2.2):				R
C3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS C3.1, AND C3.2):				R

SCHEDULE D: MASTER PLAN

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
D1	FEES FOR PROFESSIONAL SERVICES:				
	Professional Fees (before any discount):				

D1.1	Example of R1,500,000.00 used for tender purposes only	n/a	n/a	n/a	R R255,000
	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2025				
D1.2	% Discount offered on item D1.1 (between 10%-30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
D2	EXPENSES AND COSTS:				
D2.1	Recoverable Expenses (e.g. sub-consultants) Example of R20,000.00 used for tender purposes only	n/a	n/a	n/a	R 20,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
D2.2	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
D3	TOTAL FOR FEES, EXPENSES AND COSTS:				
D3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
D3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

SCHEDULE E: ELECTRICAL TARIFFS

Item	Activity description	Unit	Quantity	Rate offered	Amount, excluding VAT "R"
E1	FEES FOR PROFESSIONAL SERVICES:				
E1.1	Professional Fees (before any discount): Example of R 500,000.00 used for tender purposes only	n/a	n/a	n/a	R 85,000.00

	ECSA Guidelines for Services and Processes for Estimating Fees for Registered Persons, 2025				
E1.2.	% Discount offered on item D1.1 (between 10%-30%): (CARRY OVER TO FORM OF OFFER)	%	n/a	- %	- R
	TOTAL OFFERED FOR ITEM NO. D1 (SUM OF ITEMS D1.1 AND D1.2):				R
E2	EXPENSES AND COSTS:				
E2.1	Recoverable Expenses (e.g. sub-consultants) Example of R20,000.00 used for tender purposes only	n/a	n/a	n/a	R 20,000.00
	(The service provider will procure the services of sub-consultants on a three-quote basis where practically possible, for the Employer's approval)				
E2.2.	Mark-up % tendered on item D2.1: (CARRY OVER TO FORM OF OFFER)	%	n/a	+ %	R
	TOTAL TENDERED FOR ITEM NO. 2 (SUM OF ITEMS D2.1 AND D2.2):				R
E3	TOTAL FOR FEES, EXPENSES AND COSTS:				
E3.1	Sum of totals for Items D1 and D2 above (i.e. Including amounts for items D1.1, D1.2, D2.1 and D2.2):				R
E3.2	15% VAT on Item C3.1 above:				R
	TOTAL TENDERED (I.E. INCLUDING AMOUNTS FOR ITEMS D3.1 AND D3.2):				R

This part of the pricing schedule is compulsory but valuation will not be based on the rates. The rates will come into effect if the any other work is done outside the scope and/or if breakdown of a statement need to submitted, the rates will be checked in accordance with the claims submitted. Rates must be inclusive from the consultant with its mark-up as the consultant will make the appointment subjected to the municipalities approval and is required to perform oversight.

Hourly Rates offered for time base service:	
Staff:	Rate:
Senior Engineer	R
Registered Engineer/ Technologist:	R
Registered Technician:	R
CAD Operator:	R
Land Surveyor % per R 100 000.00:	%
Environmental assessment and control officer % per R 100 000.00:	%
Geotechnical & Topographical services % per R 50 000.00	%

Health & Safety % per R 50 000.00	%
Travelling per km to Kouga from PE	R

**SECTION 7:
FORM OF OFFER AND ACCEPTANCE**

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

CONTRACT NO: 215/2026 – APPOINTMENT OF PANELS OF ELECTRICAL CONSULTANTS FOR A PERIOD OF THREE (3) YEARS

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

PROJECTS:	OFFER IN RAND (INCL VAT):	OFFER IN WORDS (INCL VAT):
Category 1 66kV line construction, Internal Overhead, Underground, Substation and INEP projects.	R	R
Category 2 Energy Generation	R	R
Category 3 EEDSM Energy Efficiency Demand Side Management	R	R
Category 4 Master Plan	R	R
Category 5 Electrical Tariffs	R	R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity

stated in the Tender Data whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

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

Name and address of organisation:

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

Signature and name of witness:

Signature
.....
Name
.....

Date:

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an Agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

- Part C1 – Agreements and Contract Data, (which includes this Agreement)
- Part C2 – Pricing Data
- Part C3 – Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the Tenderer (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

For the Employer:

Signature
Name
Capacity
.....

Name and address of organisation:

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

Signature and name of witness:

Signature
Name
.....

Date:

Schedule of Deviations

- 1 Subject

Details

.....

.....

.....
- 2 Subject

Details

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- 3 Subject

Details

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- 4 Subject

Details

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5 Subject

Details

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.....

By the duly authorized 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 tender 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.

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

.....

Name and
signature
of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and
address of
organization)

.....

Name and
signature
of witness

Date

SECTION 8:

RELEVANT EXPERIENCE AND TRACK RECORD OF THE CONSULTANTS PRACTICE

The tenderer shall indicate on the schedule below maximum 10 (ten) projects that have been completed and indicate specifically those applicable to the areas of expertise tendered for as indicated and also indicate all those projects completed for organs of state. This form can be duplicated as needed. The names of contactable references and phone numbers are essential to enable the municipality to verify the information submitted. **Completion Certificates/ Reference letters must be attached as proof to score functionality points.**

CATEGORY 1: 66kV CONSTRUCTION, INTERNAL 22 & 11kV UNDERGROUND, OVERHEAD AND SUBSTAIONS & INEP PROJECTS					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

CATEGORY 2: ENERGY GENERATION PROJECTS

PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

CATEGORY 3: EEDSM ENERGY EFFICIENT PROJECTS					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATIO N (FROM- TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

CATEGORY 4: MASTER PLAN					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed on behalf of Bidder:

CATEGORY 5: ELECTRICAL TARIFFS					
PROJECT TITLE	FEE VALUE (VAT INCLUDED)	DURATION (FROM-TO)	STAGE OF PROJECT COMPLETED (e.g. report stage, preliminary design, detail design, contract administration).	CLIENT	CONTACTABLE REFERENCE AND PHONE NUMBER

Signed Date

KEY PERSONNEL - 66kV CONSTRUCTION, INTERNAL 22 & 11kV UNDERGROUND, OVERHEAD AND SUBSTAIONS & INEP PROJECTS

CVs and proof of qualification must be attached to score functionality points. In the case of sub-consultants.

STAFF AND PERSONNEL				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT TEAM LEADER EXPERIENCE				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

KEY PERSONNEL – ENERGY GENERATION PROJECTS

CVs and proof of qualification must be attached to score functionality points. In the case of sub-consultants.

STAFF AND PERSONNEL				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT TEAM LEADER EXPERIENCE				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

KEY PERSONNEL – EEDSM ENERGY EFFICIENCY PROJECTS

CVs and proof of qualification must be attached to score functionality points

STAFF AND PERSONNEL				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT TEAM LEADER EXPERIENCE				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT TEAM LEADER EXPERIENCE				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

Signed on behalf of Bidder:

KEY PERSONNEL – ELECTRICAL TARIFFS

CVs and proof of qualification must be attached to score functionality points

STAFF AND PERSONNEL				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROJECT TEAM LEADER EXPERIENCE				
NAME	JOB TITLE	QUALIFICATIONS	ECSA / SACNASP REGISTRATION NO.	NO. OF YEARS RELEVANT EXPERIENCE

PROFESSIONAL INDEMNITY INSURANCE

Notwithstanding having appended the Curriculum Vitae of the key personnel to **Schedule 17** above, the tenderer shall provide information in the format below (the bidder can reproduce the tables at an appropriate scale to suit the information). Any other relevant information may also be appended to this schedule. (The Tenderer must take note that the persons listed as Key Personnel shall be the same persons to physically manage the projects under this contract and will not be allowed to be changed without written approval by the client and then only if the Tenderer can successfully demonstrate that the replacement personnel do at least have the same experience, education and qualifications than the Persons listed in the tender. No deviation on this will be allowed)

The tenderer is referred to **Clause 2.1.3** of the Tender Data and shall state below details of the professional indemnity insurance held by the bidder. Where the bidder is a joint venture, each party to the joint venture must submit details of their professional indemnity insurance. Proof of insurance must be appended to this schedule.

PROFESSIONAL INDEMNITY INSURANCE HELD		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY I.R.O. EACH CLAIM

**SECTION 9:
FUNCTIONAL ASSESSMENT**

Minimum requirement/score for Functionality 70%

INDICATE WITH AN “X” IN THE TABLE BELOW, THE CATEGORY/CATEGORIES OF SERVICES FOR WHICH ARE TENDERED (MORE THAN ONE CATEGORY MAY BE SELECTED):

Category	Description	Mark (x)
1	Internal Electrification & INEP Projects	
2	Energy Generation Projects	
3	EEDSM Energy Efficiency Projects	
4	Master Plan	
5	Electrical Tariffs	

Minimum score of 70% will apply for each category of work to be evaluated further. Bidders who do not meet the minimum score will be regarded as non-responsive

CATEGORY 1	Energy Generation Projects	Mark (x)
FUNCTIONALITY CRITERIA FOR INTERNAL ELECTRIFICATION & INEP PROJECTS	Maximum point allocated	Points scored
Proven recent experience of similar projects- bidders must submit reference letters/ completion certificates. Bidders must submit contactable references. 1 – 3 projects 5 points 4 – 7 projects 15 points 8 -10 projects 30 points	30	
Staff and Personnel Senior Engineer registered with 10 years post registration experience – 20 points Registered Engineer/ Technologist with 5 years post registration experience - 15 points Registered Technician 10 years post registration experience - 10 points CAD Operator minimum 10 years' experience - 5 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services)	50	

Name of current employer and position in enterprise List of projects (scope, value, time completed and reference) done in key position in last 10 years		
Suitably certified Project Manager experience with similar projects (appointment and completion documents must be submitted). 5 –9 years as a Certified project manager - 10 points 10-14 years as a Certified project manager - 15 points 15 and More years as a Certified project manager – 20 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services) Name of current employer and position in enterprise List of projects (scope, value, time completed and reference) done in key position in last 10 years	20	
TOTAL POINTS ON FUNCTIONALITY	100	

CATEGORY 2	Energy Generation Projects	Mark (x)
FUNCTIONALITY CRITERIA FOR ENERGY GENERATION PROJECTS	Maximum point allocated	Points scored
Proven recent experience of similar projects- bidders must submit reference letters/ completion certificates. Bidders must submit contactable references. 1 – 3 projects 5 points 4 – 7 projects 15 points 8 -10 projects 30 points	30	
Staff and Personnel Senior Engineer registered with 10 years post registration experience – 20 points Registered Engineer/ Technologist with 5 years post registration experience - 15 points Registered Technician 10 years post registration experience - 10 points CAD Operator minimum 10 years' experience - 5 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services) Name of current employer and position in enterprise List of projects (scope, value, time completed and reference) done in key position in last 10 years	50	

Suitably certified Project Manager experience with similar projects (appointment and completion documents must be submitted). 5 –9 years as a Certified project manager - 10 points 10-14 years as a Certified project manager - 15 points 15 and More years as a Certified project manager – 20 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services) Name of current employer and position in enterprise List of projects (scope, value, time completed and reference) done in key position in last 10 years	20	
TOTAL POINTS ON FUNCTIONALITY	100	

CATEGORY 3	EEDSM Energy Efficiency Projects	MARK (X)
FUNCTIONALITY CRITERIA FOR EEDSM ENERGY EFFICIENCY MANAGEMENT	Maximum point allocated	Points scored
Proven recent experience of similar projects- bidders must submit reference letters/ completion certificates. Bidders must submit contactable references. 1 – 3 projects 5 points 4 – 7 projects 15 points 8 -10 projects 30 points	30	
Staff and Personnel Senior Engineer registered with 10 years post registration experience – 20 points Registered Engineer/ Technologist with 5 years post registration experience - 15 points Registered Technician 10 years post registration experience - 10 points CAD Operator minimum 10 years' experience - 5 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services) Name of current employer and position in enterprise	50	

List of projects (scope, value, time completed and reference) done in key position in last 10 years		
Suitably certified Project Manager experience with similar projects (appointment and completion documents must be submitted). 5 –9 years as a Certified project manager - 10 points 10-14 years as a Certified project manager - 15 points 15 and More years as a Certified project manager – 20 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services) Name of current employer and position in enterprise List of projects (scope, value, time completed and reference) done in key position in last 10 years	20	
TOTAL POINTS ON FUNCTIONALITY	100	

CATEGORY 4	ELECTRICITY MASTER PLAN	MARK (X)
FUNCTIONALITY CRITERIA FOR ELECTRICITY MASTER PLAN	Maximum point allocated	Points scored
Proven recent experience of similar projects- bidders must submit reference letters/ completion certificates. Bidders must submit contactable references. 1 – 3 projects 5 points 4 – 7 projects 15 points 8 -10 projects 30 points	30	
Staff and Personnel Senior Engineer registered with 10 years post registration experience – 20 points Registered Engineer/ Technologist with 5 years post registration experience - 15 points Registered Technician 10 years post registration experience - 10 points CAD Operator minimum 10 years' experience - 5 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services) Name of current employer and position in enterprise List of projects (scope, value, time completed and reference) done in key position in last 10 years	50	

Suitably certified Project Manager experience with similar projects (appointment and completion documents must be submitted). 5 –9 years as a Certified project manager - 10 points 10-14 years as a Certified project manager - 15 points 15 and More years as a Certified project manager – 20 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services) Name of current employer and position in enterprise List of projects (scope, value, time completed and reference) done in key position in last 10 years	20	
TOTAL POINTS ON FUNCTIONALITY	100	

CATEGORY 5	ELECTRICAL TARIFFS	MARK (X)
FUNCTIONALITY CRITERIA FOR ELECTRICAL TARIFFS	Maximum point allocated	Points scored
Proven recent experience of similar projects- bidders must submit reference letters/ completion certificates. Bidders must submit contactable references. 1 – 3 projects 5 points 4 – 7 projects 15 points 8 -10 projects 20 points	20	
Staff and Personnel Senior Engineer registered with 10 years post registration experience – 20 points Registered Engineer/ Technologist with 5 years post registration experience - 15 points Registered Technician 10 years post registration experience - 10 points CAD Operator minimum 10 years' experience - 5 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services) Name of current employer and position in enterprise List of projects (scope, value, time completed and reference) done in key position in last 10 years	50	

Suitably certified Project Manager experience with similar projects (appointment and completion documents must be submitted). 5 –9 years as a Certified project manager - 10 points 10-14 years as a Certified project manager - 15 points 15 and More years as a Certified project manager – 20 points A CV with Valid Registration, qualifications of the above staff member and alternate of not more than 2 pages each should be attached to this schedule detailing the comparable projects. Each CV should be structured under the following headings: Personal particulars - Name - Date and place of birth - Place(s) of tertiary education and dates associated therewith - Professional awards, if any. Qualifications (degrees, diplomas, certificates) Professional registrations Key Skills (relating to scope of work / services) Name of current employer and position in enterprise List of projects (scope, value, time completed and reference) done in key position in last 10 years	20	
Quality assurance systems which ensure compliance with stated employer's requirements. Company quality document 5 points ISO 9001: 2000 Certification/application 5 points	10	
TOTAL POINTS ON FUNCTIONALITY	100	

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

Signed

Date

Name

Position

Tenderer
(Bidding
entity)

