

CITY OF MBOMBELA

Tender No. COM 85/2023

APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS FOR PROVISION OF PROFESSIONAL SERVICES ON CITY OF MBOMBELA ELECTRICAL INFRASTRUCTURE PROJECTS AND OTHER ELECTRICAL SPECIALISTS WORK FOR A PERIOD OF 3 FINANCIAL YEARS AS AND WHEN REQUIRED.

PROCUREMENT DOCUMENT

STANDARD PROFESSIONAL SERVICES CONTRACT, THIRD EDITION OF CIDB DOCUMENT 1014, JULY 2009 ARE TO BE USED IN CONJUNCTION WITH SANS 10845-3:2015 EDITION 1.

CLOSING DATE: 6 JULY 2023 AT 11:00

Issued by:

**CITY OF MBOMBELA
1 NEL STREET
MBOMBELA
1200**

Prepared by

**CITY OF MBOMBELA
1 NEL STREET
MBOMBELA
1200**

Contact:

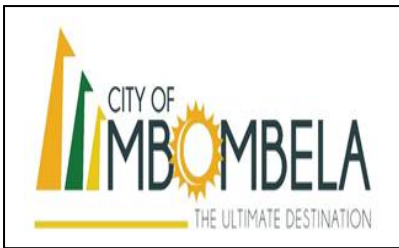
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Supply Chain Management
christopher.nkambule@mbombela.gov.za

Nonhle Zungu
Project Manager
Nonhle.zungu@mbombela.gov.za

Telephone: 013 759 2358

013 759 2268

Name of tenderer:



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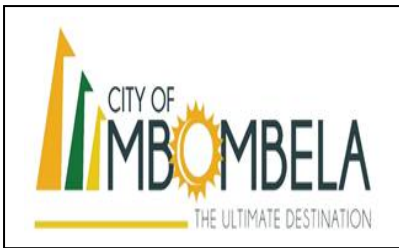
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Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender

City of Mbombela invites tenders for APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS FOR PROVISION OF PROFESSIONAL SERVICES ON CITY OF MBOMBELA ELECTRICAL INFRASTRUCTURE PROJECTS AND OTHER ELECTRICAL SPECIALISTS WORK FOR A PERIOD OF 3 FINANCIAL YEARS AS AND WHEN REQUIRED.

Documents may be downloaded from the www.mbombela.gov.za (Employer's website) and www.etenders.gov.za free of charge as from 2 June 2023.

Duly completed bid documents and supporting documents which are, COPY OF TAX COMPLIANCE STATUS, CERTIFIED COPY OF B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE, CURRENT MUNICIPAL RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY OR PROOF OF RES FROM A TRIBAL AUTHORITY OR LEASE AGREEMENT ACCOMPANIED BY THE LESSOR'S CURRENT RATES AND TAXES CLEARANCE FOR BOTH THE BUSINESS DIRECTORS AND COMPANY, CSD REGISTRATION FULL REPORT (Summary Report will not be considered) and a copy of the COMPANY REGISTRATION CERTIFICATE, together with the bid document must be sealed in an envelope clearly marked: "BID NO.: COM 85/2023 APPOINTMENT OF SERVICE PROVIDERS FOR INVASIVE SPECIES CONTROL FOR THE CITY OF MBOMBELA FOR A PERIOD OF 36 MONTHS, CLOSING DATE: 6 JULY 2023" with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before 11:00 on the closing date.

A compulsory clarification meeting with representatives of the Employer will take place at Mbombela Civic Centre Hall on 12 June 2023 starting at 11H30.

Bids received by telegram, fax or e-mail will not be considered. Late bids shall not be accepted or considered.

Bidders are advised not to commit fraudulent activities or forge documents. All abusers of the SCM system, including forging or faking of returnable documents, may be reported to SAPS and restricted from doing business with any Public Institutions for a period NOT exceeding 10 years which is in line with section 28 and 29 of the Prevention and Combating of Corrupt Activities Act 12 of 2004.

A preferential point system shall apply whereby this contract will be allocated to a bidder in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000 and as defined in the conditions of bid in the bid document, read in conjunction with the Preferential Procurement Regulations, 2022, where 80 points will be allocated in respect of price and 20 points in respect of targeted goals.

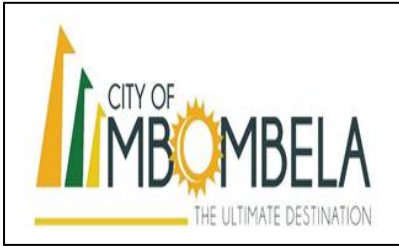
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Procurement related enquiries may be addressed in writing to Mr. Christopher Nkambule, Supply Chain Management, Tel No. (013) 759 2358, e-mail Christopher.nkambula@mbombela.gov.za and technical related enquiries may be addressed in writing to Ms Nonhle Zungu, Tel No. (013) 759 2268 and e-mail: Nonhle.zungu@mbombela.gov.za.

City Manager, Mr W.J Khumalo
City of Mbombela
P. O. Box 45
Mbombela
1200

VISIT OUR WEBSITE – www.mbombela.gov.za

NB: The results of this bid will be published on council website as prescribed on the MFMA sec 75 (1) (g) and of SCM regulations, sec. 23 (c).



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T1.2 Tender Data

The conditions of tender are the Standard Professional Services Contract, Third Edition of CIDB Document 1014, July 2009 are to be used In conjunction with SANS 10845-3:2015 Edition 1.

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 the tender data and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

Clause Number	Data
3.1	The Employer is City of Mbombela
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Form of guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.4	The language for communications is English
4.1.1	<p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>a) Preferably registered with the Engineering Council of South Africa or any other Registered Professional Body.</p> <p>b) Meet the minimum requirements for the key persons as stated in the Scope of works</p> <p>c) National Treasury Central Supplier Database:</p> <p>Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission.</p> <p>Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered</p>

	<p>d) Valid B-BBEE Certificate</p> <ul style="list-style-type: none"> - Failure to satisfy the eligibility criteria is a breach of the Conditions of Tender and as such, results in instant disqualification.
	<p>b) Key Personnel</p> <p>In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to Forms D4 of the Returnable Schedules. Individuals must be identified for each of the key personnel listed under Forms D4.</p> <p>Individuals must be identified for each of the key personnel listed under Forms D4.</p> <p>Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms D4 with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as PrCM or ECSA as PrEng or PrTechEng shall be required as a minimum.</p> <p>Failure to comply with the requirements or to complete Forms D4.1, D4.2 and D4.3 may render the tender non-responsive.</p>
	<p>c) National Treasury Central Supplier Database</p> <p>Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.</p>
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer nonresponsive in terms of Condition of Tender 5.8.
4.7	<p>The arrangements for a compulsory clarification meeting / Briefing Session are reflected on the tender invitation.</p> <p>The onus rests with the tenderer to ensure that the person attending the clarification meeting on its behalf is appropriately qualified to understand all directives and clarifications given at that meeting.</p> <p>The clarification meeting shall start strictly at the time advertised. Only then will the Employer's Representative circulate the attendance register for completion by those present. During this time late comers may enter and complete the register. On completion by all present the Employer's Representative will:</p> <ol style="list-style-type: none"> read out from the collected lists calling for confirmation that all have signed; close the door and not allow any late comers to enter. <p>The signature on the attendance register and duly completed and signed Form A1 shall be considered proof that the tenderer attended the whole meeting and was available to hear all directives and clarifications given at the meeting.</p> <p>Tenderers shall sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from, those tendering entities appearing on the attendance list.</p>
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in South African Rand (ZAR)

4.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or correct errors made by the tenderer and ensure all signatories to the tender offer initial all such alterations.
4.12	No alternative tender offers will be considered
4.13	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: City of Mbombela Civic Centre, Physical address: City of Mbombela Civic Centre, 1 Nel Street, Mbombela, 1200 Identification details: Tender reference number, Title of Tender and the closing date and time of the tender</p>
4.13	Telephonic, telegraphic, telex, facsimile or e-mailed tenders offers shall not be accepted.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Forms).
4.15	The closing time for submission of tender offers is 11:00 on the closing date stipulated on the invitation to tender.
4.16.1	The tender offer validity period is 120 days.
4.16.2	<p>Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer:</p> <ol style="list-style-type: none"> 1) withdraws his tender; 2) gives notice of his inability to execute the contract in terms of his tender; or 3) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, <p>such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.</p>
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.4	<p>The time and location for opening of the tender offer are:</p> <p>Time: 11:00 on the date stipulated on the tender invitation.</p> <p>Location of tender box: Mbombela Civic Centre Physical address: City of Mbombela Civic Centre, 1 Nel Street, Mbombela, 1200</p>

5.9	<p>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</p> <p>Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount appearing in the summary to the Pricing Schedule shall govern.</p> <p>Check responsive tender offers for:</p> <ol style="list-style-type: none"> the gross misplacement of the decimal point in any unit rate; omissions made in completing the pricing schedule or bills of quantities; or arithmetic errors in: <ol style="list-style-type: none"> line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or the summation of the prices. imbalanced unit rates. <p>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</p> <p>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:</p> <ol style="list-style-type: none"> If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected. Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above. <p>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</p> <p>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2.</p> <p>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</p>
5.10	<p>List of disqualifying factors of this tender are as follows:</p> <p>A bid not complying with the requirements stated hereunder will be regarded as "Non Responsive", and as such will be rejected/disqualified for further evaluation</p> <ul style="list-style-type: none"> • Submit company registration certificate • Submit Tax Compliance Status issued by SARS • Full CSD report NOT older than 30 days from the closing date , Summary report will NOT be considered • Submit Joint venture agreement in case of JV. All parties are expected to attach their individual returnable documents except for consolidated B-BBEE certificate. • Authority for Signatory, duly signed and dated original or certified copy on the Company(s) Letterhead. This condition will not apply to companies owned by one director / member / sole • Submit copies of relevant Annual Financial Statements (last 3 Financial Years). For JV, relevant Annual Financial Statements from all parties are required. Failure to provide for all the service Providers will results in disqualification. • Submit certified copy of ECSA proof of registration. • Tenderer must provide copies of current municipal rates and taxes certificates from relevant local authority / proof of residential from tribal authority (if the business is operating or the directors are residing in rural areas) / lease agreement with the lessor's current

	<p>municipal rates and taxes for both, the company and active directors including JV/Consortium partners. Prospective bidders should ensure that the physical address details of the company and directors reflected on the CSD is similar to the one reflected on the company registration certificate. The municipality reserves the right to verify both the municipal rates and taxes of the company details reflected on the CSD and company registration certificates. The municipality further reserves the right to use ID numbers of the directors to verify if any municipal rates and taxes are not owned by each director. It is prudent and remains the responsibilities of the prospective bidders to ensure that each director, lessor and company rates are cleared with regards to the municipal rates and taxes</p> <ul style="list-style-type: none"> • All certificates, appointment letters of company experience, completion certificates of company experience and qualification certificates of personnel with Identity Documents must be certified by the commissioner of Oaths, RSA. It must have date of certification and not older than 3 months. A copy of a certified copy will not be accepted. • Fully completed and signed where applicable in the Returnable Schedules. • Failure to apply instructions contained in addenda that may be issued. • Submissions from bidders who did not attend a compulsory briefing session will not be acceptable. • Prospective service providers may not make any alterations or additions to the Bid document, except to comply with instructions issued by the employer. The tender document must be furnished with non-erasable black ink and all corrections made by the service provider should be dated and signed by the authorized signatory. Erasures and the use of masking fluid, tippex, pencil or erasable ink are prohibited and failure to adhere to this condition will render your submission non responsive. • Fully completed and signed where applicable Form A-Q Returnable Schedules. • Submit Letter of Good Standing (COIDA) relevant to Electrical Consulting. For JV, Letter of Good Standing (COIDA) from all Service providers are required. Failure to provide for all the service Providers will result in disqualification. • Fully Completed and signed Form of Offer. • Submit certified copy of B-BBEE certificate of affidavit for B-BBEE (not disqualifying factor but non-claiming of B-BBEE points)
5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, Price and Preference.</p> <p>In the case of a functionality, price and preference:</p> <ol style="list-style-type: none"> 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation. 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in below. <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>and W_1 equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or

	<p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000</p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>																		
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table><tr><th>Quality criteria</th><th>Sub-criteria</th><th>Maximum number of points</th></tr><tr><td>Team Leader / Engineer</td><td></td><td>20</td></tr><tr><td>Engineer's Representative/s</td><td></td><td>5</td></tr><tr><td>Experience of Firm/s</td><td></td><td>65</td></tr><tr><td>Financial References</td><td></td><td>10</td></tr><tr><td>Maximum possible score for quality (M_s)</td><td></td><td>100</td></tr></table> <p>The minimum number of evaluation points for quality is 70 out of 100</p>	Quality criteria	Sub-criteria	Maximum number of points	Team Leader / Engineer		20	Engineer's Representative/s		5	Experience of Firm/s		65	Financial References		10	Maximum possible score for quality (M_s)		100
Quality criteria	Sub-criteria	Maximum number of points																	
Team Leader / Engineer		20																	
Engineer's Representative/s		5																	
Experience of Firm/s		65																	
Financial References		10																	
Maximum possible score for quality (M_s)		100																	
5.13	<p>"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.</p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none">a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entityb) the tenderer is in good standing with SARS according to the Central Supplier Database;c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement documentd) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;f) the tenderer has not:<ul style="list-style-type: none">i) abused the Employer's Supply Chain Management System; orii) failed to perform on any previous contract and has been given a written notice to this effect;f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. <p>A bid not complying with the peremptory requirements stated hereunder will be regarded as NON RESPONSIVE and as such will be rejected:</p>																		

	<ul style="list-style-type: none"> a) If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted. b) Failure to complete the schedule of quantities as required, i.e. only lump sums provided. c) Scratching out, writing over or painting out rates, without initialing next to the amended rates or information, affecting the evaluation of the bid. d) The use of correction fluid (i.e. tippex) or any erasable ink, eg. pencil. e) Non-attendance of mandatory/compulsory briefing session f) The bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract g) The bid has been submitted either in the wrong bid box or after the relevant closing date and time
5.17	Prospective bidders are expected to SUBMIT tender documents with all required attachments.
5.19	All requests shall be in writing.

3. QUALITY

3.1 ENGINEER / TEAM LEADER

Name of Key Personnel:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Academic Qualifications (Note 1)	Professional Registered Engineer/ Certified Engineer/Technologist with a minimum of National Diploma in Electrical engineering or higher qualification	No	6	
Academic Qualifications (Note 1)				
Sub-total			6	
Years of experience after qualification	1 – 4	No	1	
	5 – 7		2	
	8 upwards		3	
Subtotal			3	
Years of experience after registration. (Note 2)	1 – 4	No	1	
	5 – 7		2	
	8 upwards		3	
Subtotal			3	
Involvement in comparable projects – State number (Note 3)	1 – 4	No	1	
	5 – 7		2	
	8 upwards		3	
Sub-total			3	
Current Employment (Note 4)	Full time employed by the Consulting Firm OR	No	5	
	To be employed for the current contract only and/or seconded from another Consulting Firm	No	2	
Sub-total			5	
TOTAL			20	

Engineer / Team Leader

Note 1: Academic Qualifications

Proof of academic qualifications in the form of certified copies of the original must be attached to the Team Leader/Engineer's CV. Foreign qualifications must be accompanied by certificate from SAQA. The proposed Team Leader shall be in possession of at least a Diploma in Electrical Engineering from any South African University or equivalent qualifications from a recognized Foreign University or Institution.

Note 2: Professional Registration

Proof of professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Team Leader/Engineer's CV. The proposed Team Leader shall be registered as a Professional Engineer/Technologist.

Note 3: Employment History (Involvement in comparable projects)

Proof of employment history must be contained in the curriculum vitae (CV) and must include references and contact details. The CV must be of a maximum 3 pages and containing only necessary and relevant information for the purpose of this project.

Note 4: Current Employment

The proposed Team Leader shall be a Senior Employee, an Associate, the Director, or a Shareholder and in the direct employ of the Consulting Firm. A proof or separated written confirmation must be attached to the CV. Where a proposed Team Leader is seconded from a rival Consulting Firm, an agreement between the two entities as well as a written undertaking confirming the person's full time availability for the duration of a project must be attached to the CV.

3.2 ENGINEER'S REPRESENTATIVE

Name:

Evaluation Criteria	Minimum Required	Elimination Factor	Points obtainable	Points Claimed
Professional Registration (Note 6 & 7)	ECSA registered Professional Technician (Pr. Techni Eng) or Professional Engineering Technologist (Pr Tech Eng) or Professional Engineer (Pr Eng)	No	3	
	OR ECSA registered Candidate (Technician, Technologist, Engineer)		1	
Employment History (Note 8)	A maximum two page CV summarizing employment History and relevant work experience	No	2	
Sub-Total			5	

Engineer's Representative**Note 6: Academic Qualifications**

Proof of academic qualifications in the form of certified copies must be attached to the Engineer's Representative's CV. Foreign qualifications must be accompanied by certificate from SAQA. The proposed Engineer's Representative shall be in possession of at least a Diploma in Electrical Engineering from any South African University or University of Technology or shall possess equivalent qualifications from a recognized Foreign University or Institution.

Note 7: Professional Registration

Where applicable, proof of registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Engineer's Representative's CV and be registered with the of the south Africa institute of electrical engineers .

Note 8: Employment History

Proof of employment history must be contained in the curriculum vitae (CV) and must include references and contact details. The CV must be of a maximum two pages and containing only necessary and relevant information for the purpose of this project.

Note 9: Current Employment

Confirmation of current employment in the form of letter from Supervisor must be attached. The proposed Engineer's Representative must either be a full time employee in the direct employment of the Consulting Firm or proposed for the current project only up to and including its physical completion. Where a proposed Engineer's Representative will only be employed for the duration of the project, confirmation to this must be attached.

3.3 EXPERIENCE OF FIRM/S

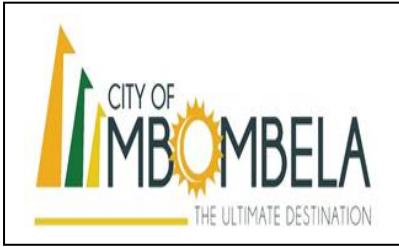
Company experience in terms of Professional Services for Electrical Engineering projects completed.

Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Professional Services for Similar Completed Projects of construction value of R 3 mil upwards that involve: i. New or Upgrade of High Voltage Substation or Switching Station OR ii. New or Upgrade of High Voltage Power Line	No	10	
Professional Services for Similar Completed Projects of construction value of R 3 mil upwards that involve: i. Electrification of households	No	5	
Professional Services for Similar Completed Projects of construction value of R 3 mil upwards that involve: i. Energy Efficiency and Demand Side Management	No	10	
Professional Services for Similar Completed Projects of construction value of R 3 mil upwards that involve: i. Renewable Energy	No	10	
Professional Services for Similar Completed Projects of construction value of R 3 mil upwards that involve: i. New Installations of Public Lighting	No	5	
i. Infrastructure Master Plan		10	
i. Maintenance Plan		5	
i. Revenue Enhancement,		5	
i. Competent Person		5	
Sub-Total		65	

Note: Proof of experience should be compiled in the form of the table indicated Section 4.2 of this document. Please attach proof of certified appointments Letters and Completion Certificates i.e. completion certificate issued to the contractor with signatures of the contractor (where applicable), consultant (where applicable) and client / Project Manager. Failure to provide both appointment letters and completion certificate will result in zero points.

3.4 FINANCIAL REFERENCES

Evaluation Criteria	Evaluation Criteria	Elimination Factor	Points obtainable	Points Claimed
Company Financial References and Method Statements	Bank rating of "C" or better with proof (stamped bank letter, not older than 3 Months)	No	4	
	Valid Professional indemnity (Min R 10,000,000)	No	6	
Sub-Total			10	



CITY OF MBOMBELA

COM 85/2023

APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS FOR PROVISION OF PROFESSIONAL SERVICES ON CITY OF MBOMBELA ELECTRICAL INFRASTRUCTURE PROJECTS AND OTHER ELECTRICAL SPECIALISTS WORK FOR A PERIOD OF 3 FINANCIAL YEARS AS AND WHEN REQUIRED.

Part T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

Notes to tenderer:

1. Returnable documents have been based on the National Treasury requirement. Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender are (Forms A to E) listed as follows:

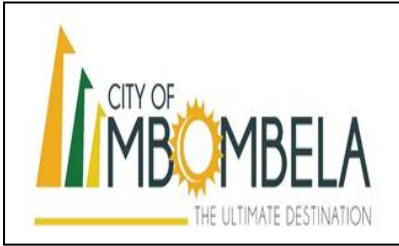
- FORM A1: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
- FORM A2: CERTIFICATE OF AUTHORITY FOR SIGNATORY
- FORM A3: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
- FORM A4: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS
- FORM A5: CERTIFICATE OF TAX COMPLIANCE
- FORM A6: CERTIFICATE OF INSURANCE COVER
- FORM A7: TENDERER'S BANK DETAILS
- FORM A8: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)
- FORM A9: CERTIFICATE OF REGISTRATION WITH ECSA
- FORM B1: TENDERER'S METHOD STATEMENT
- FORM C1: TENDERER'S B-BBEE VERIFICATION CERTIFICATE
- FORM D1: SCHEDULE OF TENDERER'S LOGISTICS, DESIGN SOFTWARE AND OTHER EQUIPMENT
- FORM D3.1: TENDERER'S KEY PERSONNEL EXPERIENCE (DIRECTOR)
- FORM D3.2: TENDERER'S KEY PERSONNEL EXPERIENCE (ENGINEER / TEAM LEADER)
- FORM D3.3: TENDERER'S KEY PERSONNEL EXPERIENCE (ENGINEER'S REPRESENTATIVE))
- FORM D4: TENDERERS EXPERIENCE
- FORM D5: SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE
- FORM E1: PROPOSED AMENDMENTS AND QUALIFICATIONS
- FORM E2: COMPULSORY DECLARATION
- FORM E3: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS
- FORM E4: ANNUAL FINANCIAL STATEMENTS DECLARATION
- FORM E5: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

2. Failure to fully complete the relevant returnable documents may render such a tender offer non-responsive.

3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.

4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be, incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event, the Employer has the discretionary right under contract condition 15.2 to terminate the contract.

5. These forms must be completed in non-erasable ink and any alterations made prior to tender closure countersigned by an authorised signatory.



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T2.2 Returnable Schedules

FORM A1: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

Notes to Tenderer:

1. Unless the attendee's name, details and signature also appear on the attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

This is to certify that I,

.....

representative of (tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

attended the clarification meeting on (date)

conducted by

in the presence of (Employer's representative)

TENDERER'S REPRESENTATIVE (Signature)

FORM A2: CERTIFICATE OF AUTHORITY FOR SIGNATORY

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.

2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:

- authority for signatory,
-
- undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
-
- name of designated lead member of the intended joint venture, as required by tender

condition F.2.13.4.

3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

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

Mr/Ms,

whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

BID No. COM 85/2023: APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS FOR PROVISION OF PROFESSIONAL SERVICES ON CITY OF MBOMBELA ELECTRICAL INFRASTRUCTURE PROJECTS AND OTHER ELECTRICAL SPECIALISTS WORK FOR A PERIOD OF 3 FINANCIAL YEARS AS AND WHEN REQUIRED.

and any contract which may arise therefrom on behalf of *enter name of tenderer in block capitals*

.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS: .....	.....
SIGNATURE	SIGNATURE

.....
NAME (PRINT)

.....
NAME (PRINT)

FORM A3: REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. (www.treasury.gov.za). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration (refer to Tender Data Clause F.2.1.1). In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Central Supplier Database Supplier Number:

SIGNED BY TENDERER:

FORM A4: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

FORM A5: CERTIFICATE OF TAX COMPLIANCE (INCORPORATING SBD2)

Note to tenderer:

The tenderer shall attach to this page an original current Tax Compliance Status and VAT Registration certificate which shall be obtained by the tenderer from the South African Revenue Service (SARS). In the event of a joint venture, each member shall comply with the above requirement.

Where such certificates are no longer issued by SARS the tenderer shall complete the declaration below.

I,
(name)

the undersigned in my capacity as
(position)

on behalf of (name of
company)

herewith grant consent that SARS may disclose to the CITY OF MBOMBELA our tax compliance status. For this purpose our unique security personal identification number (PIN) is

SIGNED BY TENDERER:

FORM A6: CERTIFICATE OF INSURANCE COVER

Note to tenderer: In the event of the tenderer being a joint venture/consortium the details of the individual members must also be provided.

The tenderer shall provide the following details of this insurance cover:

i) Name of Tenderer:

ii) Period of Validity:

iii) Value of Insurance:

☐ Insurance for Works and Contractor's Equipment

Company:

Value:

☐ Insurance for Contractor's Personnel

Company:

Value:

☐ General public liability

Company:

Value:

☐ SASRIA

Company:

Value:

SIGNED BY TENDERER:

FORM A7: TENDERER'S BANK DETAILS

1. The tenderer shall attach to this form a letter from the bank at which he declares he conducts his account. The contents of the bank's letter must state the credit rating that it, in addition to the information required below, accords to the tenderer for the business envisaged by this tender. Failure to provide the required letter with the tender submission may render the tenderer's offer non-responsive in terms of tender condition F.3.8.

2. The tenderer's banking details as they appear below shall be completed.

3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

The tenderer shall provide the following:

i) Name of Account Holder:

ii) Account Number:

iii) Bank name:

iv) Branch Number:

v) Bank and branch contact details

.

SIGNED BY TENDERER:

FORM A8: CERTIFICATE OF COMPLIANCE WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT NO. 130 OF 1993)

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in CITY OF MBOMBELA terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence that he is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act 1993 (COID) (Act 130 of 1993).
3. The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED BY TENDERER:

FORM A9: CERTIFICATE OF REGISTRATION WITH ECSA

The tenderer shall provide a printed copy of the Active Key personnel's Listing off the Engineering Council of South Africa (ECSA) website. Tenderers whose ECSA registration expires within 21 days after close of tender should attach proof of their application for re-registration.

Name of Registered Key Personnel:

Discipline:

Category:

ECSA Registration Number:

Registration Status:

Registered Since:

SIGNED BY TENDERER:

FORM C1: TENDERER'S B-BBEE VERIFICATION CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a valid original or original certified copy of the BBBEE verification certificate issued in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see F.3.11.8 of the tender data) subject to such certificate having been issued before 17 February 2016, alternatively submit the B-BBEE verification certificate issued in accordance with the revised Notice of Clarification published in Notice 444 of 2015 of Government Gazette No.38799 on 15 May 2015 by the Department of Trade and Industry.
2. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.
3. The attached verification certificate and the associated assessment report shall identify:
 - (a) The name and domicilium citandi et executandi of the tenderer.
 - (b) The registration and VAT number of the tenderer.
 - (c) The dates of granting of the B-BBEE score and the period of validity.
 - (d) The expiry date of the verification certificate.
 - (e) A unique identification number.
 - (f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
 - (g) The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
 - (h) The category (Generic, QSE, Exempt) in which the tenderer has been measured.
 - (i) The B-BBEE status level.
 - (j) The South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) logo on the verification certificate once verification agencies have been accredited.
 - (k) The B-BBEE procurement recognition level.
 - (l) The score achieved per B-BBEE element.
 - (m) The % black shareholding.
 - (n) The % black women shareholding.
 - (o) The % black persons with disabilities
 - (p) The value added status of the tenderer.
4. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format

The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected verification agency or registered auditor and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency or registered auditor and also attached to this form. Failure to abide by this requirement will result in such tenderer scoring zero preference.

SIGNED BY TENDERER:

FORM D1: SCHEDULE OF TENDERER'S LOGISTICS, DESIGN SOFTWARE AND OTHER EQUIPMENT

Note to tenderer:

The tenderer shall provide details of the major plant and equipment required for this project.

The tenderer shall state below what Logistics (i.e. Vehicle), Design Software and other equipment (i.e. Printers) will be immediately available for this project,

- a) Immediately available (I)
- b) On order (O)
(State details of arrangements made, with delivery dates)
- c) To be acquired or hired (H)
(State details of delivery arrangements)

LOGISTICS, DESIGN SOFTWARE AND OTHER EQUIPMENT	NUMBER TO BE USED ON THIS PROJECT	DATE OF MANUFACTURE	AVAILABILITY (State either I, O or H)

SIGNED BY TENDERER:

FORM D2.1: TENDERER'S KEY PERSONNEL EXPERIENCE (CONTRACTS DIRECTOR)

Note to tenderer:

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause F2.1.1 (b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of qualification and CV must be appended to this form.

NAME	POSITION IN TEAM	QUALIFICATION	NO. OF YEARS EXPERIENCE
	DIRECTOR		

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER:

FORM D2.2: TENDERER'S KEY PERSONNEL EXPERIENCE (DESIGN ENGINEER / TEAM LEADER)

Note to tenderer:

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause F2.1.1 (b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of qualification and CV must be appended to this form.

NAME	POSITION IN TEAM	QUALIFICATION	NO. OF YEARS EXPERIENCE
	DESIGN ENGINEER / TEAM LEADER		

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER:

FORM D2.3: TENDERER'S KEY PERSONNEL EXPERIENCE (ENGINEER'S REPRESENTATIVE)

Note to tenderer:

The tenderer shall provide details of previous experience required for this project. The tenderer is referred to clause F2.1.1 (b) of the Tender Data and shall insert in the spaces provided below details of the key personnel required to be in the employment of the tenderer or other organisation, in order for the tenderer to be eligible to submit a tender for this project. Proof of qualification and CV must be appended to this form.

NAME	POSITION IN TEAM	QUALIFICATION	NO. OF YEARS EXPERIENCE
	ENGINEER'S REPRESENTATIVE		

Technical/Managerial Experience

(List only the most recent 5 projects of the key staff that the tenderer considers relevant to the specified scope of works)

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE	POSITION HELD	CONTACT PERSON AND FIRM	CONTACT No.

Comments:

I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER:

FORM D5: TENDERER'S EXPERIENCE

Note to tenderer:

The tenderer shall provide details of previous experience required for this project.

The experience of the Tenderer or joint venture partners in a consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work required for this project.

Tenderers should briefly provide details of the 5 most recent relevant projects and status of project

(List only the most recent 5 projects of the firm that the tenderer considers relevant to the specified scope of works)

CLIENT	DESCRIPTION OF PROJECT	PROJECT START DATE	PROJECT END DATE	VALUE OF WORK (i.e. the service provided) inclusive of VAT (Rand)	NUMBER OF MONTHS DELAY ON PROJECT I.E. WHERE NO EXTENSION OF TIME GRANTED BY CLIENT	CONTACT PERSON AND FIRM	CONTACT No.

CONTACT PERSON AND FIRM CONTACT NUMBER

Comments: I confirm that the information provided herein is true, that the projects reported and the corresponding responsibilities are truly the experiences of the firm or consortium of firms tendering for this project.

SIGNED BY TENDERER:

FORM E1: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

FORM E2: COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

☐ an employee of Parliament or a provincial legislature

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of

any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

FORM E3: MUNICIPAL DECLARATION AND RETURNABLE DOCUMENTS

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
- b) goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.

In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) *(tick one of the boxes):*

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing

- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years
- 2) the enterprise and its directors has / have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days (*ie: all municipal accounts are paid up to date*);
- 3) source of goods and / or services :
- (*tick one of the boxes and insert percentages if applicable*):
- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

FORM E4: ANNUAL FINANCIAL STATEMENTS DECLARATION

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally

☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;
name of auditor

☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

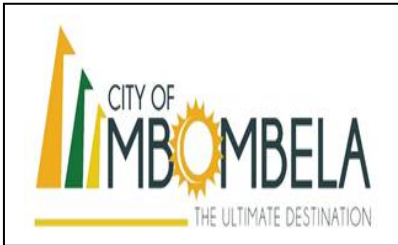
Tenderer

FORM E4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are making this submission in Joint Venture and hereby authorise Mr/Ms
. , authorised signatory of the company
. , acting in the capacity of lead partner, to
sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY SIGNATORY	AUTHORISED
Lead partner		Signature. Name Designation	
		Signature. Name Designation	
		Signature. Name Designation	



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Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

Form of Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the **APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS FOR PROVISION OF PROFESSIONAL SERVICES ON CITY OF MBOMBELA ELECTRICAL INFRASTRUCTURE PROJECTS AND OTHER ELECTRICAL SPECIALISTS WORK FOR A PERIOD OF 3 FINANCIAL YEARS AS AND WHEN REQUIRED.**

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **Professional Electrical Consulting 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 VAT IS:

(in words)Rand;

R.....(in figures)

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

Signature(s) _____ Date _____

Name(s) _____

Capacity _____

For the tenderer:
(Insert name and address of organisation)

Name &
signature of _____
witness

Date _____

Acceptance

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

The terms of the contract, are contained in:

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

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

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

The tenderer shall within two weeks 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Professional Electrical Consulting 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.

Signature(s)

Name(s)

Capacity

for the

Employer

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

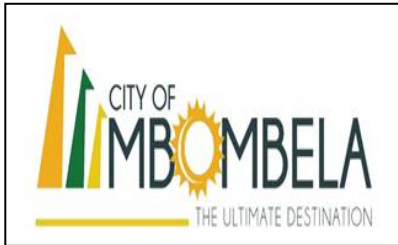
5 Subject

Details

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

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, 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.



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C1.2 Contract Data

CONDITIONS OF CONTRACT

Notes to tenderer:

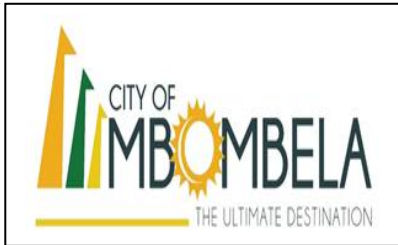
1. These conditions of contract are *mutatis mutandis* those which control the contract between the City of Mbombela, who is the Employer, and the Service Provider in terms of this contract.
2. The Conditions of Contract are the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board (see www.cidb.org.za) are to be used in conjunction with SANS 10845-3:2015 Edition 1.

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

Part 1: Data Provided by the Employer

Clause	Data						
	Please note that the word “employer” must be erased and replaced with the word “client” in all referred to documentation such as the Standard Professional Services contract (July 2009) (Third Edition of CIDB document 1014)						
	The Client is the City of Mbombela						
3.4 and 4.3.2	The Authorized and Designated representative of the Client is Name: Neil Diamond The Municipal Manager						
	The Client's address for receipt of communications:						
	Physical address: 1 Nel Street Mbombela 1200						
	Postal address: PO Box 45 Mbombela 1200.						
	Telephone: (013) 759 2179 Fax: (013) 759 2202						
	The Project is for the Provision of Professional Engineering for the following projects: TENDER NUMBER COM 85/2023: APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS TO UNDERTAKE DESIGN AND OVERSEE CONSTRUCTION OF ELECTRICAL INFRASTRUCTURE PROJECTS AND OTHER ELECTRICAL ENGINEERING SPECIALISTS WORK FOR A PERIOD OF 3 FINANCIAL YEARS.						
3.6.1	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances unless permission is obtained from the Client.						
3.12a	<p>PENALTY The Service Provision shall be completed within the Duration as indicated in the Tenderer's programme submitted with this Tender, with the following key Milestones:</p> <table border="1"> <thead> <tr> <th>MILESTONES</th><th>PENALTY PER CALENDAR DAY</th></tr> </thead> <tbody> <tr> <td>Prelim design report</td><td>0,1% of total tendered professional fees</td></tr> <tr> <td>Detail Design Report</td><td>0,1% of total tendered professional fees</td></tr> </tbody> </table> <p>Notes: <i>The Penalty amount will not be limited.</i></p>	MILESTONES	PENALTY PER CALENDAR DAY	Prelim design report	0,1% of total tendered professional fees	Detail Design Report	0,1% of total tendered professional fees
MILESTONES	PENALTY PER CALENDAR DAY						
Prelim design report	0,1% of total tendered professional fees						
Detail Design Report	0,1% of total tendered professional fees						
3.12b	<p>PENALTY</p> <p>Penalty for misleading council with wrong information provided in the returnable schedules, and information provided in this Tender.</p> <p>A penalty not less than an amount equal to the points allocated expressed as a percentage of the total points wrongly allocated to the Tendering Entity as a result of the wrong information provided by the Tendering Entity, multiplied by 1.25 of the total Tendered professional fees.</p> <p>Penalty = (Points wrongly claimed as %) x 1.25 x (Tendered Professional Fees)</p>						
3.15	A Programme shall be submitted with this Tender, the programme will be amended once the Tender has been awarded with the start date the commencement of the project.						

3.15.1	The amended programme shall be submitted within 14 <u>Days</u> of the award of the Contract.	
5.4.1	The Service Provider is required to provide the following insurances:	
	1. Insurance against	Risk in performing professional services (Professional Indemnity cover)
	Cover is:	R 10,000,000.00
	Period of cover:	Duration of Project
	Deductibles are:	NONE
5.5	<p>The Service Provider is required to obtain the Client's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Commencement of detailed design 2. Commencement of Tender Advertisement for calling of Tenders 3. Appointing Sub Consultants for the performance of any part of the Services 4. Any variations on the contract with cost implications 5. Over expenditure of the approved budgeted amount. 	
7.2	Provision of Personnel in terms of a Project Team Schedule	
7.2.1, 7.2.2, 7.2.3 & 7.2.4	<ol style="list-style-type: none"> 1. The Service Provider shall provide appropriate Personnel in terms of Form T.2.4. 2. Should the personnel in Form T 2.4, as mentioned and as defined more clearly in the Project Team schedule, not be available for the project, the service provider shall get written approval from the Client to deviate from the above schedule. 3. The Client withholds the right to cancel the contract with the appointed service provider if the deviation from the project team schedule is not done in accordance with point 2 above. 	
Additional Clause to be added 7.3	The Client will not be responsible for any overtime worked by or overtime payments made to Personnel.	
8.1	The Service Provider is to commence the performance of the Services within 14 <u>Days</u> of date that the Contract becomes effective.	
9.1	Copyright of documents prepared for the Project shall be vested with the <u>City of Mbombela.</u>	
12.1	Settlement of disputes is to be in terms of par 49 and 50 of the Supply chain Management Policy of the City of Mbombela	



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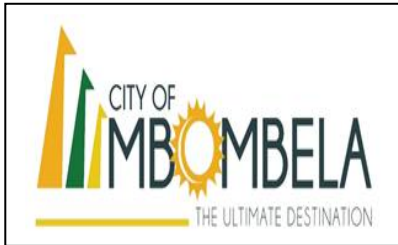
APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS FOR PROVISION OF PROFESSIONAL SERVICES ON CITY OF MBOMBELA ELECTRICAL INFRASTRUCTURE PROJECTS AND OTHER ELECTRICAL SPECIALISTS WORK FOR A PERIOD OF 3 FINANCIAL YEARS AS AND WHEN REQUIRED.

Part 2: Data provided by the Service Provider

The Service Provider is advised to read the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board (see www.cidb.org.za) in conjunction with SANS 10845-3:2015 Edition 1 in order to understand the implications of this Data which is required to be completed.

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

Clause	Data
1	<p>The Service Provider is.</p> <p>Name:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Faxsimile:</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The address for receipt of communications is:</p> <p>Address:</p> <p>.....</p> <p>Telephone: Faxsimile:</p>



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Part C2: Pricing Data

C2.1 Pricing Assumptions

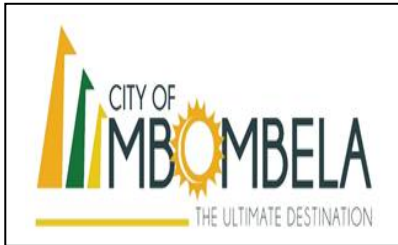
Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

1. The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work, with reference to the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 138 of 2015), where applicable.
2. While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, the Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 138 of 2015) is a useful document that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
3. For the purpose of the Activity Schedule, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Sum:	An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
Percentage Fee:	The agreed fee for a service, the extent of which is described in the Scope of Works, expressed as a percentage of a construction contract value or part hereof.

4. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
5. The rates, sums, percentage fees and prices in the Activity Schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
6. Where quantities are given in the Activity Schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Activity Schedule. In respect of time based services, the allocation of staff must be agreed with the employer before such services are rendered.
7. Tenderers will note that the prices for some items are developed from a tendered fee expressed as a percentage of an estimated contract value (construction cost), or part thereof, which for tendering purposes, are given. Tenderers are required to insert their tendered percentage fee in the space provided. Where prices have been developed from a tendered fee, the final amount due to the Service Provider will be adjusted according to final construction contract values based on the percentage fee tendered.

8. Only one (flat rate) percentage fee per item may be tendered. A percentage fee tendered on a sliding scale will make the tender non-responsive.
9. Tendered time-base fees (where the unit of measurement is time based) shall be adjusted in terms of clause 3.16 of the Standard Professional Services Contract. All other rates, sums, percentage fees or prices (as applicable) tendered in the Activity Schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract. This is due to the fact that the fee for normal services rendered is typically developed from a construction contract value which will be subject to escalation/contract price adjustment, and the Service Provider will benefit from adjustments in this regard. In developing any other rates, (excluding time based), tenderers must make allowance for annual increases.
10. The categories of persons (A, B, C, D) in respect of time based fee rates shall be as defined in Clause 4.2(2) of the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Board Notice 138 of 2015).
11. Where provisional sums are provided in respect of additional services, these amounts may be omitted in part or in full should the additional work not be required. Where additional services are to be sub-contracted out by the Service Provider, which do not exceed R50 000,00 (excluding VAT) in value, the Service Provider will typically be required to invite three quotations from suitably qualified sub-consultants/contractors. Where the sub-contracted services are likely to exceed R50 000,00 (excluding VAT) in value, the Service Provider shall follow an open tender process in respect of this work. A mark up (extra over) in respect of all other costs, overhead charges and profit will be applicable in respect of all sub-contracted services.
12. Tenderers are referred to Clause 7.2.3 of the Scope of Work and the requirement that a level 2 Construction monitoring service be provided by the service provider. The tendered rate for construction monitoring staff shall include all overtime costs in respect of construction monitoring services provided outside of normal working hours.
13. Tenderers are to note that only those recoverable expenses listed in the Activity Schedule will be reimbursed to the Service Provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in rates, sums, percentage fees and prices for normal and additional services rendered.
14. Items for printing/copying shall be for specified contract documents, reports, manuals and drawings, excluding general correspondence, minor reports, progress reports, etc. which shall be deemed to be included in the professional fees. Payment will only be made for copies of reports and drawings submitted to the Employer or issued, as specified or requested by the Employer, and all drafts shall be for the Service Provider's account.
15. All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents
16. Item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.



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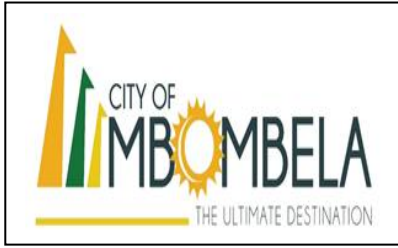
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C2.2 Schedule of Activities

A ECSA NORMAL SERVICES FEE (Section 3.2 in Government Gazette 39480)							
A1 DETAILED ECSA FEES PER WORKS APPLICATION							
	Project Types for Electrical Engineering Services	Fee Category	R11,5m Project Lower limit	R11,5m Project Upper limit	R11,5m Works Value (A)	Professional Fee % Offered (B)	Fee Value (A)*(B)
	<u>ECSA Table 4-3 7 4-5: Electrical Engineering Services</u>						
A1.1	New or Upgrade of 11-132kV Substations, Switching Stations and HT Lines	C	8%	10%	R11 500 000	.....%	R
A1.2	Electrification of Households	C	8%	10%	R11 500 000	.....%	R
A1.3	Energy Efficiency and Demand Side Management	F	12%	15%	R11 500 000	.....%	R
A1.4	Renewable Energy	D	9%	11%	R11 500 000	.....%	R
A1.5	Public Lighting	D	9%	11%	R11 500 000	.....%	R
	SUBTOTAL FEES (Section A1)						R
A2 FEE BREAKDOWN PER STAGE						Stage %	Total per stage
A2.1	Inception Stage					5%	N/A
A2.2	Concept & Viability Stage (Preliminary Design)					15%	N/A
A2.3	Design Development Stage (Detail Design)					20%	N/A
A2.4	Documentation & Procurement Stage					20%	N/A
A2.5	Contract Administration and Inspection Stage					35%	N/A
A2.6	Close-out Stage					5%	N/A
							N/A
B SITE SUPERVISION - Level 2 Monitoring (ECSA 3.3.2)					Unit	Qty	Rate / Unit
B1	Engineer's Representative (Min 10 years' experience)				Hours	50	R
B2	Accommodation				Person-Nights	2	R
B3	Travelling				Km	8000	R
	SUBTOTAL SITE SUPERVISION (Section B)						R

C DISBURSEMENTS (Typing , Printing, Reproduction)							
	Description			Cost	No	Rate	Cost
C1	Drawing			A3	100	R	R
C2	Drawing			A1	100	R	R
C3	Drawing			A0	100	R	R
C4	Tender Documentation			A4	5000	R	R
C5	Tender document binding			No	50	R	R
	Subtotal - Typing , Printing and Reproduction (Section C1)						R
D	PROVISIONAL COST ITEMS			Cost		% Mark-up	Amount
D1	Survey			R50 000,00		.....%	R
D2	Geotechnical			R50 000,00		.....%	R
D3	Environmental processes (EIA, Authorisations, etc.)			R50 000,00		.....%	R
D4	Other Specialist sub-consultants			R50 000,00		.....%	R
	SUBTOTAL PROVISIONAL COST ITEMS (Section D)						R
E	TIME AND COST ACTIVITIES (Special services i.e. Infrastructure Master Plan, Maintenance Plan, Revenue Enhancement, Competent Person)	Years' Experience	Unit	Qty	Rate		Amount
E1	Project Manager	5	Hours	200	R		R
E2	Electrical Engineer (Pr.Eng)	10	Hours	300	R		R
	SUBTOTAL PROVISIONAL COST ITEMS (Section E)						R
F	SUMMARY						Amount
	NORMAL SERVICES (Section A1)						R
	SITE SUPERVISION (Section B)						R
	DISBURSEMENTS (Section C)						R
	PROVISIONAL COST ITEMS (Section D)						R
	TIME AND COST ACTIVITIES (Section E)						R
	SUBTOTAL SUMMARY (SECTION F)						R
	5% CONTINGENCIES						R
	NET TOTAL (EXCL. VAT)						R
	15% VAT						R
	GRAND TOTAL (INCL. VAT) carried forward to form of offer						R



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Part C3: Scope of Work

1. Description of the Project

1.1. Project Goal and Objective

1.1.1. The purpose of this project is to attain a panel of electrical engineering consultants that will provide services for City of Mbombela for the period of 36 Months. It is with intent to appoint a panel of four (4) Electrical Engineering Consulting service providers according to the areas of responsibilities stipulated on the evaluation schedules. The area of responsibilities are divided into two (2) namely:

1.1.1.1. Construction of Electrical Infrastructure namely:

- New or Upgrade of 11-132kV Substations, Switching Stations and HT Lines
- Electrification of Households
- Energy Efficiency and Demand Side Management
- Renewable Energy
- Public Lighting etc.

1.1.1.2. Electrical Engineering Specialists Work namely:

- Infrastructure Master Plan
- Revenue Enhancement
- Competent Person
- Standard Specification
- Electricity by-laws
- Telemetry – SCADA master plan
- Low Voltage master plan
- Operation and Maintenance Plan
- Service standard
- Standard Operating Procedure
- NERSA supply license application
- Review and implementation of Earthing system
- Incident investigation and report
- Environmental Studies
- Review and Update of Asset Management Plan
- Electricity tariffs and cost of Supply Study
- Electrical Network Feasibility Studies
- Testing of Switchgear and Network Grading
- Perform any studies or task other than that mentioned above

2. Information to be provided by the Employer

2.1. The following documentation will be made available to the appointed bidder(s)

- 2.1.1. Geographical and line diagrams.
- 2.1.2. Network load flow studies performed while doing Grading study
- 2.1.3. Electricity Master plan

3. Scope of Services

Service providers will be required to perform electrical assets componentization, update of the electrical assets register, electrical engineering studies – feasibility studies for upgrades in electrical infrastructure, studies related to electricity planning, operating and maintenance and other studies that may be required.

4. Fees

Service provider is required to provide fixed and firm price for the work requested.

5. Expenses and Costs

Service provider shall ensure that all expenses are covered for the work as no other expenses will be paid. This shall include all expenses actually incurred by the consulting engineer and members of the consulting engineer's staff in rendering their services and all other costs incurred on behalf of and with approval of the client

Expenses shall include:

- (a) Travelling expenses for the conveyance of the consulting engineer or a member of the consulting engineer's staff
- (b) No travelling time will be paid, only kilometres travelled for the said course
- (c) Only kilometres travelled within City of Mbombela will be paid
- (d) Accommodation and subsistence expenses incurred by the consulting engineer or a member of his staff shall be accommodated in the pricing as no separate claim or pricing will be allowed.
- (e) Costs of typing, production, copying and binding of contract documents, feasibility reports, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, draft reports etc. As well as:
 - (i) geotechnical investigations;
 - (ii) laboratory testing;
 - (iii) topographical and land surveys;
 - (iv) supply of specific equipment;
 - (v) specialist sub-consultants;
 - (vi) environmental investigations and studies; and
 - (vii) land acquisitions, expropriation, way leaves, servitudes
- (e) Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the client.

6. Insurance for Liability and Indemnity

The Consultant shall carry and maintain professional indemnity insurance to twice the amount of fees payable to him under this agreement for the duration of the contract and for one year thereafter.

7. Contract

The appointed consultant will be required to enter into a Professional Services Contract with the Employer, based on the Professional Services Contract of the Construction Industry Development Board, available on their website.

8. Electricity tariffs and cost of study

- 9.1. The consultant shall conduct a cost of supply study in line with NERSA's requirements.
- 9.2. The study shall cover as a minimum requirement the following aspects:
 - 9.2.1. Determine the level of revenue that is sufficient to cover the CoM's electricity cost of service, including an appropriate profit margin.
 - 9.2.2. Assign the cost to major functions of the Com's Energy Department.
 - 9.2.3. Classify cost into specific categories such as energy, demand and customer related.

- 9.2.4. Apportion the classified costs into respective classes of service.
- 9.2.5. Design appropriate tariffs to collect the allocated revenue from customer groups.
- 9.3. The study shall further be comprehensive and shall include energy balance study and quantify the losses.
- 9.4. The tariffs must be cost reflective, promote efficient use of electricity and be affordable.
- 9.5. The tariffs must provide predictability and stability to allow customers to make long term investment decisions and must be transparent.
- 9.6. The tariffs must meet as far as possible NERSA's benchmarks and the consultant shall be responsible to obtain NERSA's approval, and provide the Energy Department with the required reports and support to obtain Council approval.
- 9.7. If the Municipality has completed its Electricity Master-plan, the service provider has to ensure its viability, a business case study needs to be developed taking into account the effect of Municipal Electricity tariffs on how to implement the proposed capital outlay within affordable limits. This shall be done for a twenty (20) year period in line with the Electricity master-plan and this should be reviewed annually.
- 9.8. The Municipality will make available its Eskom accounts, details of its electricity sales, and any applicable agreements which may have bearing on the study.
- 9.9. Providing mentorship to the Energy Department.

9. NERSA Supply License Applications

- 9.1. The consultant shall conduct applications for activities requiring licensing from NERSA in terms of the electricity regulation act such as:-
 - 9.1.1. The operation of generation, transmission or distribution facilities;
 - 9.1.2. The import and export of electricity; or
 - 9.1.3. To be involved in trading on new supply areas.
- 9.2. Advertising of license applications
- 9.3. Facilitate and supply all the information to be supplied and provide all the necessary correspondence and feedback up to and including the finalization of the application.
- 9.4. The consultant shall provide comprehensive information regarding the conditions of licence on new and/or existing supply areas, tariff principles, amendment and renewal of licence as well as key performance indicators in respect of the technical operational issues pertaining to reticulation systems for municipalities.
- 9.5. We do not have the license on certain areas, therefore the successful bidder shall apply for a distribution license for those areas on behalf of the Municipality as well as taking part in public participation in terms of NERSA's requirements, only the cost of Publication Notice will be covered by the Municipality.

10. Standard Specifications

Standard Specification – is a standard document intended to be used by contractors when doing their construction and consultants when doing designs, the successful bidder will need to consider innovative technology.

- 10.1. The consultant shall compile/review/update standard specifications and operating procedures for the electricity department and municipal building services to have standardized documentations, workflow processes and smart technology to ensure more effective and efficient operation of the department as we currently do not have, all the necessary information required will be provided.

11. Review of City of Mbombela Electricity By-Laws

Electricity Bylaws – the Successful consultant shall review the existing by-laws with the aid of legislation and benchmarking with other municipalities and/or metros to ensure optimal review.

- 11.1. The consultants shall review/update the existing Electricity by-laws with the aid of legislation and benchmarking with other municipalities and/or metros to ensure optimal review of the bylaws.

12. Electricity Infrastructure Masterplan

The successful bidder shall compile/review/update a masterplan for the Electricity Infrastructure Masterplan taking into account the existing infrastructure masterplan and future plans with regards to Spatial Development Framework, Integrated Development Plans etc. whilst taking into consideration how to roll-over to other existing sites, cost implications, etc.

13. Protection and Telemetry – SCADA Masterplan

The successful bidder shall compile/review/update a masterplan taking into account the existing Protection and Scada infrastructure whilst taking into consideration innovative technology and how to upgrade from the existing to open communication protocol, how to roll-over Protection and Telemetry -scada to other existing sites, cost implications, etc.

14. Operational and Maintenance Plan

The successful bidder shall compile/review/update operation and maintenance plan for electrical infrastructure network.

15. Service Standards

The successful bidder shall review/update our existing standards and ensure compliance to our distribution license.

16. Standard Operating Procedures

The successful bidder shall compile/review/update a consistent and efficient internal workflow processes for different sections within the Energy Department taking into consideration our procedures, processes and bylaws etc.

17. Review and implementation of Earthing System

The successful bidder shall assess the current Earthing system for Medium Voltage and above for compliance.

18. Construction of New or Upgrade of 11-132kV Substations, Switching Stations and HT Lines, Electrification of Households, Energy Efficiency and Demand Side Management, Renewable Energy, Public Lighting etc.

Service provider will be required to adhere to the following:

18.1. Stage 1 – Inception

(Defined as: Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, and establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies):

- 18.1.1. Assist in developing a clear project brief.
- 18.1.2. Attend project initiation meetings.
- 18.1.3. Advise on procurement policy for the project.
- 18.1.4. Advise on the rights, constraints, consents and approvals.
- 18.1.5. Define the services and scope of work required.
- 18.1.6. Conclude the terms of the agreement with the client.
- 18.1.7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- 18.1.8. Determine the availability of data, drawings and plans relating to the project.
- 18.1.9. Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.

- 18.1.10. Provide necessary information within the agreed scope of the project to other consultants involved.
- 18.1.11. Deliverables will typically include:
 - a) Agreed services and scope of work.
 - b) Signed agreement.
 - c) Report on project, site and functional requirements.
 - d) Schedule of required surveys, tests, analyses, site and other investigations.
 - e) Schedule of consents and approvals.
 - f) The service provider must accept the offer 7 days after receipt of appointment letter.
 - g) The service provider must start with analysis and preliminary design (hard copy and electronically) within seven days after the acceptance.
 - h) Kick-off meeting will be within seven days after contract has been signed.

18.2. Stage 2 – Concept and Viability (Often called Preliminary Design)

(Defined as: Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project):

- 18.2.1. Agree documentation programme with principal consultant and other consultants involved.
- 18.2.2. Attend design and consultants' meetings.
- 18.2.3. Establish the concept design criteria.
- 18.2.4. Prepare initial concept design and related documentation.
- 18.2.5. Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- 18.2.6. Establish regulatory authorities' requirements and incorporate into the design.
- 18.2.7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- 18.2.8. Establish access, utilities, services and connections required for the design.
- 18.2.9. Coordinate design interfaces with other consultants involved.
- 18.2.10. Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- 18.2.11. *Provide cost estimates and comment on life cycle costs as required.*
- 18.2.12. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.
- 18.2.13. Typical deliverables will include:
 - a) Concept design.
 - b) Schedule of required surveys, tests and other investigations and related reports.
 - c) Process design.
 - d) Preliminary design.
 - e) *Cost estimates as required.*
 - f) Service provider is required to submit preliminary designs to Council project leader.
 - g) All re-submission of designs should be within a week after discussions
 - h) Service provider is required to exhaust processes such as:
 - i. geotechnical investigations;
 - ii. laboratory testing;
 - iii. topographical and land surveys;
 - iv. supply of specific equipment;
 - v. specialist sub-consultants;
 - vi. environmental investigations and studies; and
 - vii. land acquisitions, expropriation, way leaves, servitudes
 - viii. Others

18.3. Stage 3 – Design Development (also termed Detail Design)

(Defined as: Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project):

- 18.3.1. Review documentation programme with principal consultant and other consultants involved.
- 18.3.2. Attend design and consultants' meetings.
- 18.3.3. Incorporate client's and authorities' detailed requirements into the design.
- 18.3.4. Incorporate other consultant's designs and requirements into the design.
- 18.3.5. Prepare design development drawings including draft technical details and specifications.
- 18.3.6. Review and evaluate design and outline specification and exercise cost control.
- 18.3.7. Prepare detailed estimates of construction cost.
- 18.3.8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
- 18.3.9. Submit the necessary design documentation to local and other authorities for approval. Government
- 18.3.10. Typical deliverables will include:
 - a) Design development drawings.
 - b) Outline specifications.
 - c) Local and other authority submission drawings and reports.
 - d) Detailed estimates of construction costs.
 - e) Detailed design must be submitted electronically and with hard copy, and must be accompanied by the following:
 - i. BoQ indicating the anticipated pricing
 - ii. Calculations (graph may be used as well)
 - iii. Drawings
 - iv. Analysis report for the possible impact of the network expansion on the existing one
 - v. Fault level and current calculations
 - vi. Engineering Report

18.4. Stage 4 – Documentation and Procurement

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

- 18.4.1. Attend design and consultants' meetings.
- 18.4.2. Prepare specifications and preambles for the works.
- 18.4.3. Accommodate services design.
- 18.4.4. Check cost estimates and adjust designs and documents if necessary to remain within budget.
- 18.4.5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
- 18.4.6. Prepare documentation for contractor procurement.
- 18.4.7. Review designs, drawings and schedules for compliance with approved budget.
- 18.4.8. Call for tenders and/or negotiation of prices and/or assist the principal consultant where relevant.
- 18.4.9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
- 18.4.10. Evaluate tenders.
- 18.4.11. Prepare contract documentation for signature
- 18.4.12. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.
- 18.4.13. Assess samples and products for compliance and design intent.
- 18.4.14. Typical deliverables will include:
 - a) Specifications.
 - b) Services co-ordination.
 - c) Working drawings.
 - d) Budget construction cost.
 - e) Tender documentation.
 - f) Tender evaluation report.
 - g) Tender recommendations.
 - h) Priced contract documentation.

19.5. Stage 5 – Project management

19.5.1. Contract Administration and inspection

(Defined as: Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works):

- 19.5.1.1. Attend site handover.
- 19.5.1.2. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections.
- 19.5.1.3. Carry out contract administration procedures in terms of the contract.
- 19.5.1.4. Prepare schedules of predicted cash flow.
- 19.5.1.5. Prepare pro-active estimates of proposed variations for client decision making.
- 19.5.1.6. Attend regular site, technical and progress meetings.
- 19.5.1.7. Review the Contractor's quality control programme and advice and agree a quality assurance plan.
- 19.5.1.8. Inspect the works for quality and conformity to contract documentation, on average twice in a week during the course of the works or as maybe prescribed.
- 19.5.1.9. Review the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing.
- 19.5.1.10. Adjudicate and resolve financial claims by contractor(s).
- 19.5.1.11. Assist in the resolution of contractual claims by the contractor.
- 19.5.1.12. Establish and maintain a financial control system.
- 19.5.1.13. Clarify details and descriptions during construction as required.
- 19.5.1.14. Prepare valuations for payment certificates to be issued by the principal agent.
- 19.5.1.15. Instruct, witness and review all tests and mock ups carried out both on and off site.
- 19.5.1.16. Check and approve contractor drawings for design intent.
- 19.5.1.17. Update and issue drawings register.
- 19.5.1.18. Issue contract instructions as and when required.
- 19.5.1.19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- 19.5.1.20. Inspect the works and issue practical completion and defects lists.
- 19.5.1.21. Arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals
- 19.5.1.22. Typical deliverables will include:
 - a) Schedules of predicted cash flow.
 - b) Construction documentation.
 - c) Drawing register.
 - d) Estimates for proposed variations.
 - e) Contract instructions.
 - f) Financial control reports.
 - g) Valuations for payment certificates.
 - h) Progressive and draft final account(s)
 - i) Practical completion and defects list
 - j) Electrical Certificate of Compliance in the case of Electrical Engineering services.
 - k) Make amendment to the designs where necessary
 - l) Attend FAT and ensure that equipment conforms to standard and specification.

19.5.2. Construction management services

Construction management services, being the management of the construction process of works executed under multiple direct contracts, from inception to completion, but without the acceptance of liability for the contractual risks associated with the role of a contractor, including the following:

- 19.5.2.1. Liaising with other professionals as necessary in order to establish the scope of work embodied in each of the direct contracts.
- 19.5.2.2. Co-ordinating and integrating the construction programmes of the various direct contracts into an overall construction programme, including ensuring timeous procurement of

the direct contracts.

- 19.5.2.3. Co-ordinating the execution of the construction processes to ensure adherence to the overall construction programme.
- 19.5.2.4. Arranging and monitoring execution of the construction processes to ensure adherence to specification.
- 19.5.2.5. Ensuring that all necessary inspections are carried out.
- 19.5.2.6. Arranging for and monitoring the rectification of defective work including that arising during the contractual defects liability period.

19.5.3. Project monitoring services

The project monitoring will entails continuous monitoring, control and evaluation.

19.5.4. Project administration services

Project administration services, being the administration of the construction processes on behalf of the Employer from inception to completion, including the following:

- 19.5.4.1. Arranging, attending and keeping minutes of meetings.
- 19.5.4.2. Preparing contract documents for signing and safekeeping of same.
- 19.5.4.3. Establishing whether all insurances, guarantees, etc. have been effected.
- 19.5.4.4. Arranging for the handing over of the site and pointing out of pegs, beacons and datum levels to the contractor.
- 19.5.4.5. Selecting subcontractors in terms of the construction contract.
- 19.5.4.6. Receiving and attending to notices served in terms of the construction contract.
- 19.5.4.7. Issuing instructions, payment certificates, financial statements and certificates of completion prepared by others and notifying those concerned about the status of their involvement.
- 19.5.4.8. Deciding on any extension of the construction period and penalties.
- 19.5.4.9. Determining disagreements, excluding services related to mediation, arbitration and litigation.

19.5.5. Project Co-ordination

Project management, being the management on behalf of the Employer of the entire process necessary for the procurement of the design and the construction of the Project from briefing through to commissioning and occupation taking into account the Employer's requirements in respect of aesthetics, quality, cost, time, etc., including the following:

- 19.5.5.1. Project administration as per 10.5.4 above.
- 19.5.5.2. Receiving an outline brief from and establishing the Employer's needs.
- 19.5.5.3. Advising the Employer on the need for other professionals and making recommendations.
- 19.5.5.4. Negotiating and agreeing conditions of engagement with consultants.
- 19.5.5.5. Receiving a final brief from and analysing the Employer's needs in detail.
- 19.5.5.6. Ensuring that statutory consents are obtained.
- 19.5.5.7. Preparing programmes for all pre-contract and contract activities and monitoring progress and adjusting the programme as necessary.
- 19.5.5.8. Establishing types of meetings, attendance, and chairmanship and issuing of agendas and minutes.
- 19.5.5.9. Obtaining advice for the Employer as to various insurances and/or warranties and ensuring compliance by those required to affect such insurances and/or warranties.
- 19.5.5.10. Advising the Employer on the form of contract and the method of contractor selection in conjunction with other professionals
- 19.5.5.11. Arranging lists of tenderers, the tender opening and credit checks, co-ordinating reports on tenders and making recommendations to the Employer.
- 19.5.5.12. Establishing a framework for monitoring progress, maintaining financial management and regularly reporting to the Employer.
- 19.5.5.13. Co-ordinating inspections and handovers, ensuring that commissioning of the building and services is properly undertaken and obtaining test certificates, as-built drawings, maintenance manuals and guarantees.

19.5.6. Basic Services

The Project Manager shall provide the following basic services:

Project Management plan, Project Charter, Project Statement of Work, Stakeholder Analysis, consultation and plan thereof/ Management/Control/plan Strategy, Change Management Plan, Communications Management Plan, integration Management Plan, Time Management Plan, Cost Management Plan, Human Resource Plan including project organogram, Process Improvement Plan, Procurement Management Plan, Project Management Plan, Quality Management Plan, Requirements Management Plan, Risk Management Plan and Risk Register, Schedule Management Plan, Scope Management Plan, *Work Breakdown Structure (WBS)*, Project Status Report, Root Cause Analysis, Lessons Learned, Post Project Review

19.5.6.1. Integration Management

- a) Consult with the Client to establish the Project scope, objectives, priorities, constraints, assumptions and strategies.
- b) Manage the integration of the preliminary design, time programme and cost budget for the Works, to form the basis of planning documents to be approved by the Client.
- c) Manage the execution of the Project in accordance with the approved planning documents.
- d) Manage the control of all interrelated changes to the approved planning documents.

19.5.6.2. Scope Management

- a) Breakdown the scope of the Project into a manageable work breakdown structure encompassing professional services and construction.
- b) Monitor the preparation of the final design of the Works through the duration of the Project.
- c) Manage the acceptance by the Client of the design and construction of the Works.
- d) Establish and monitor the processes of controlling changes to the scope of the Project.

19.5.6.3. Time Management

- a) Develop a master project programme integrating the interdependencies of planning, design and construction.
- b) Control changes to the master project programme to reflect actual Project status.
- c) Monitor that subordinate detailed programmes are produced and maintained in conformity with the master Project programme by the other Project participants.

19.5.6.4. Cost Management

- a) Establish responsibilities for information flow between the design team and the quantity surveyor.
- b) Monitor the preparation by the quantity surveyor of cost estimates and the cost budget for the Project.
- c) Establish a format for the cost budget in consultation with the quantity surveyor that meets the Client's reporting requirements.
- d) Establish and monitor the processes of controlling changes to the cost budget.

19.5.6.5. Quality Management

- a) Establish the organization structure and responsibilities for quality management in the provision of professional services and construction.
- b) Monitor that all Project participants meet their quality management obligations.

19.5.6.6. Human Resource Management

- a) Establish the roles, responsibilities and reporting relationships between the various participating organizations for the Project.
- b) Monitor that suitable key people are assigned by participating organizations to establish an adequate Project team.
- c) Promote the development of Project team spirit to enhance Project performance.

19.5.6.7. Communications Management

- a) Establish the communications structure and responsibilities for the Project.
- b) Monitor the information distribution and record keeping.
- c) Collate information and prepare reports for submission to the Client.
- d) Manage the closing out of the Project and submission to the Client of required records.

19.5.6.8. Risk Management

- a) Establish responsibilities for arranging Project insurance and monitoring the timeous provision of proof of insurance.
- b) Establish a risk management plan
- c) Manage the risks in terms of the risk management plan.

19.5.6.9. Procurement Management

- a) Establish the Client's requirements regarding potential consultants and contractors and methods of obtaining quotations, offers and tenders.
- b) Manage the processes of preparing proposal calls and tender documents, and calling for proposals and for tenders, in accordance with agreed procedures.
- c) Manage the evaluation of proposals and tenders, and facilitate their awards.
- d) Appoint consultants and recommend contractors on behalf of the Client subject to prior authorization by the Client.

19.5.7. Construction Quality Assurance Management: Construction Quality Assurance is the responsibility of the PM. The goal is to achieve a quality construction by conforming to the contract requirements. A close working relationship facilitates communication and issue resolution shall be established early in the project between the Contractor and PM to achieve this goal.

19.5.8. Commissioning Quality Assurance (QA) & Systems Testing; All testing, requiring the PM and/or L.O. participation shall be identified in the specification.

19.5.9. Substantial Completion and Beneficial Occupancy: Prior to substantial completion and final acceptance of the facility, periodic conformance inspections shall be conducted on an area-by-area basis or on a functional basis by the PM. The purpose of these conformance inspections is to minimize delays and insure efficient turnover. The Contractor shall correct any construction deficiencies identified during these visits before a final turnover is scheduled.

19.5.10. Deficiencies: The PM shall first determine that any major deficiencies have been corrected; before a final acceptance inspection is scheduled with the contractor, end-user representative(s) and other participants will be conducted.

19.5.11. Client. Assumes Responsibility: Upon substantial completion of the project, the Client will assume responsibility for the operation and maintenance of the facility or equipment.

19.6. Stage 6 - Close-Out

(Defined as: Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

- 19.6.1. Inspect and verify the rectification of defects
- 19.6.2. Receive, comment and approve relevant payment valuations and completion certificates
- 19.6.3. Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
- 19.6.4. Prepare and/or procure as-built drawings and documentation.
- 19.6.5. Conclude the final accounts where relevant.
- 19.6.6. Typical deliverables will include:
 - a) Valuations for payment certificates
 - b) Works and final completion lists
 - c) Operations and maintenance manuals, guarantees and warranties
 - d) As-built drawings and documentation
 - e) Final accounts

19.7 Testing of Switchgear and Network Grading

The successful bidder shall perform a grading study of protection schemes on the designated HV/MV substations and switching stations in City of Mbombela, analyse the network, ensure protection zones, equipment testing and applying settings to ensure reliability of power supply, safety of people and equipment.

DETAILED TECHNICAL SPECIFICATION FOR GRADING

The Work will include the following:

- a) Network Analysis
- b) Protection Grading
- c) Verify correctness of Auxiliary supply for protection
- d) Recommend on correct settings to be applied on the network and protection schemes

SUBSTATION:

- a) Conduct a visual inspection of the substation with reference to safety requirements and list all shortcomings. This includes the operation of substation ventilation equipment, firefighting equipment, barricading etc.
- b) Data Capturing
- c) Record all current transformer nameplates information; selected ratios and verify the information against the test results.
- d) Record the relevant protection relay information, i.e. make, model, settings.
- e) Record the relevant circuit breaker/contactors information, i.e. make, model, type, year of manufacture, insulating medium and operations counter.
- f) Record general details on each panel, i.e. type of feeder, remote switching, spare, used, damaged, etc.
- g) The data will be captured on the test certificates.

OUTAGE PLANNING & SCHEDULING

In order to ensure that the project runs smoothly and that the outages to the Municipality are kept to a minimum, the successful Tenderer will be required to plan the outages from a system perspective (i.e. where to start) with the relevant Employer (CoM) personnel. Factors to be taken into account, as a minimum, are:

- a) The number of panels that is required to be audited,
- b) Duration of each audit / panel,
- c) Sensitivity of customers to outages and outage durations,
- d) The possibility of having to work over weekends,
- e) Safety Health and Environment requirements,
- f) Work permits,

- g) Contingencies,
- h) Emergencies,
- i) Risk assessment,
- j) Equipment,
- k) Access & security,
- l) Switching constraints & resources, and
- m) On-site training,

DATA CAPTURING AND VERIFICATION

Whilst on site, the component and equipment data, as used in the model, is to be verified and additional data needs to be captured as part of this project. Test sheet reports will be produced by the Service Provider for the information captured on site and defaults, and necessary repairs must be reported to the employer (CoM) to take remedial action for any repairs.

The following equipment information is to be captured:

i. Substation Name

The following information is required to be taken down:

- a) Substation Name
- b) Voltage Levels
- c) Generate a SLD if no data is available, indicating clearly the position of all primary equipment
- d) The Service Provider will source the single line schematic diagrams of the relevant substations /boards from the Employer (Com) and redline any discrepancies between the drawings and the AS-BUILT status of the switchgear. A copy of the redlined schematic drawings will be submitted to the CLIENT for updating purposes.

ii. Drawings

The following work will be performed:

- a. Collect relevant drawings from the Municipality.
- b. Verify drawing accuracy against panel layout.
- c. Mark-up if incorrect and apply "as-audited" stamp.

iii. Circuit Breakers

The following circuit breaker information is required to be taken down:

- a) Substation Name
- b) Panel Number / Feeder Name
- c) Voltage
- d) Serial Number
- e) Rated Voltage
- f) Rated Current
- g) Rated Breaking Current
- h) Rated Trip/Close Coil Voltage
- i) Rated Spring Charge Motor Voltage

iv. Transformer

The following information is required to be taken down:

- a) Substation name
- b) Panel Number / Feeder Name
- c) Make & Type
- d) Serial Number
- e) Primary/Secondary/Tertiary Voltage
- f) Vector Group
- g) Earthing Method
- h) Nominal Rating in kVA or MVA

- i) Tap Changer Make & Type
- j) Impedance
- k) Auxiliary Voltage

v. Tap Changer

The following information is required to be taken down:

- a) Tap Changer Make & Type
- b) Number of tap steps & related voltage
- c) Auxiliary Voltage

vi. NECRT OR NER

The following information is required to be taken down:

- a) Substation name
- b) Panel Number / Feeder Name
- c) Make & Type
- d) Voltage Rating
- e) Impedance
- f) Nominal Current Rating
- g) Fault Current Rating
- h) Auxiliary Transformer rating (if applicable)
- i) Auxiliary Transformer voltages (MV/LV)
- j) Auxiliary Transformer impedance
- k) Auxiliary Transformer tap changer

vii. Isolators

The following information is required to be taken down:

- a) Substation Name
- b) Panel Number / Feeder Name
- c) Voltage
- d) Serial Number
- e) Rated Voltage
- f) Rated Load Current
- g) Fault Current Rating

viii. Current Transformer

The following CT information is required to be taken down:

- a) Substation name
- b) Panel number / Feeder name
- c) Number of Cores and application,
- d) CT ratio & taps
- e) ALF, Accuracy,
- f) Burden, Rating (VA)
- g) Serial Number
- h) Year of Manufacture

ix. Voltage Transformer

The following information is required to be taken down:

- a) Substation Name
- b) Position (i.e. busbar or feeder)
- c) Make and Type
- d) Serial Number
- e) Year of Manufacture
- f) Number of Cores and application

- g) Voltage ratio
- h) Accuracy Class
- i) Rating (VA)

x. Capture Transducer Information (Where applicable)

The following transducer information is required to be taken down:

- a) Type
- b) Make
- c) Class
- d) Input
- e) Output

xi. Relay Information

The following relay information is required to be taken down:

- a) Manufacturer
- b) Type
- c) Serial Number
- d) Electronic or Electro-Mechanical
- e) Protection Functions Selected
- f) Relay Curve Types
- g) Relay Rating (1A/5A)
- h) Relay Settings as found
- i) Determine/capture unit/main protection schemes (what type & settings).

xii. Mini Substation

The following information is required to be taken down:

- a) Manufacturer
- b) Type
- c) Configuration (i.e. 3-way)
- d) Serial Number
- e) Transformer load rating (kVA)
- f) Transformer Voltage levels
- g) Transformer impedance & vector group
- h) Transformer Earthing method
- i) Fuse Size, Make & Type

xiii. Power Cables

The following information is required to be taken down:

- a) From Substation to Substation
- b) From Panel to Panel
- c) Manufacturer
- d) Type (i.e. PILC)
- e) Number of cores
- f) Armoured or Un-armoured
- g) Voltage Rating (L-L / L-N)
- h) Cross Sectional Area (mm²)
- i) Length

xiv. Overhead Lines

The following information is required to be taken down:

- a) From Substation to Substation
- b) From Panel to Panel
- c) Design Voltage (If known)
- d) Operating Voltage

- e) Conductor type
- f) Conductor Size
- g) Number of Conductors
- h) Line Length

xv. Power Factor

The following information is required to be taken down:

- a) Substation Name
- b) Panel Number / Feeder Name
- c) Nominal Voltage
- d) Configuration (i.e. double star)
- e) Capacitor Manufacturer
- f) Can size & kVAr rating & kV rating
- g) Number of Cans
- h) Reactor manufacturer
- i) Reactor size, impedance & rating

NETWORK MODEL

The network model will extend from the Eskom point of supply (including the Eskom HV busbar), all HV networks and substations, down to the first 380/400V level. At the MV level (typically 22,11kV and 6.6kV) all equipment will be included in the model. At 380/400V level, only the LV busbar information is required. The outgoing feeders are not to be modeled – these are to be modeled as a lumped load. An equivalent source impedance is to be modeled at the Eskom in-feed substations (the Service provider is to obtain this information from Eskom).

The network will be modeled in the normal operating mode – this information will be provided by the Employer (CoM).

Where, at the point of supply to industrial customers, the equivalent fault contributions are to be modeled. This may be via equivalent source impedance or some equivalent motor model. As this is not known at present, the Service Provider is to make suitable provision for either eventuality.

The following modeling issues are to be taken into account:

- Transformers – vector group; Earthing configuration; tap changer.
- Cables – cable type (i.e. pилc or xlpe); 3 core or 1 core; parallel cables in one circuit.
- Neutral Earthing as relevant.

Build the network model to enable the modeling of network elements in terms of their frequency dependant harmonic models.

Allow for various protection elements in the model such as current transformers; protection relays such as differential, over-current, earth-fault and the like.

Allow for full description of type of cable and number of cables (no lumping of cable impedances of cables in parallel on one feeder).

RECORDINGS AND MEASUREMENTS

The Service Provider will allow for the installation, Recording and measurement of recorders at the all the Eskom point of supplies.

The following is to be recorded (as a minimum):

- ☐ Busbar 3 Phase Voltage (all sections);
- ☐ Transformer 3 Phase Current (incoming);

The following additional measurements can also be taken (optional):

- ☐ Transformer feeder current;
- ☐ Outgoing feeder currents;
- ☐ PFC feeder currents;

NETWORK ANALYSIS

Once the Network model is complete, the Service provider will need to test and verify the accuracy of the model by testing and comparison.

The following studies are required:

- ☐ Load-flow for normal operational conditions and N-1 conditions;
- ☐ Short circuit studies for normal operational conditions and N-1 conditions;
- ☐ Power factor assessment at point of supply with Eskom and bulk power users;

A comprehensive report, written in laymen's terms, shall be prepared and submitted to the employer (CoM) for review. The report, as a minimum, shall address follow:

- ☐ Any overloading conditions;
- ☐ Any under- or over-voltage conditions;
- ☐ Power factor status at point of supply and bulk supply points to customers;
- ☐ Any equipment that is under-rated for the short-circuit currents calculated;
- ☐ A discussion of the findings;
- ☐ Recommendations.

Current Transformers:

The following test will be performed and recorded:

- Test and plot current transformer magnetisation curves. These curves will be used to evaluate the integrity of the current transformer.
- Measurement of loop resistance/secondary connected burden, of the current transformer to confirm performance requirements.
- Where no nameplate information is available, or where uncertainty exists on the current transformer ratio, the ratio will be tested by primary injection, if practical.
- Current Transformer Polarity tests where applicable.
- Current Transformer Secondary Insulation test.
- Secondary circuit Earthing checks.

Voltage Transformers:

- ☐ Ratio
- ☐ Secondary insulation
- ☐ Secondary Earthing
- ☐ Secondary burden
- ☐ Time Dependant Protection Relays
- ☐ The relays and meters will be tested by secondary injection.
- ☐ Test the pick-up value of each relay on current setting.
- ☐ Test the timing and accuracy of each relay at 3 points on its operational curve.
- ☐ Evaluate the performance of each relay according to the appropriate error class.

Unit Protection: Differential:

- Relays will be tested for response times for "in-zone" faults.
- Relays will be tested for through-fault stability.

Solkor:

- Pilot wires will be tested for insulation damage.
- Where possible the relay will be tested for sensitivity and through-fault stability via primary injection.
- Relay will be inspected for damage and cleaned.
- Impedance
- Relays will be tested for response times for “in-zone” faults.
- Relays will be tested for through-fault stability and selectivity.

Transformer Protection: Time Dependent Relays:

- The relays and meters will be tested by secondary injection.
- Test the pick-up value of each relay on current setting.
- Test the timing and accuracy of each relay at 3 points on its operational curve.
- Evaluate the performance of each relay according to the appropriate error class.

Restricted Earth-fault Relays:

- Relays will be tested for through-fault stability with primary injection.
- Relays will be tested for response-time for “in-zone” faults.

Differential relays:

- Relays will be tested for response times for “in-zone” faults.
- Relays will be tested for through-fault stability.

External Elements:

- The Bucholtz will be tested at Conservator.
- The winding / oil temperature / alarm will be tested at the transformer.

Tap Change Controller:

- Master/Follower/Local will be tested to verify it is functional.
- Tap Change Response time to a step change in voltage.
- Too long to tap. Protection will be tested and verified.
- Tap Change Blocking signal will be proven.
- Tap change position indicator will be verified.

Drawings:

The following work will be performed:

- Collect relevant drawings.
- Verify drawing accuracy against panel layout.
- Mark-up if incorrect and apply “as-audited” stamp.

Circuit Breakers / Contactors:

- Circuit breakers will be inspected visually.

The following insulating medium tests will be done:

- Oil: Dielectric strength test according to SABS 555.
- SF6: Inspection of pressure gauge reading.
- Vacuum: High voltage pulse test to determine integrity of the vacuum bottle.

Circuit Breaker / Contactor Tests:

- Minimum close and trip coil operating voltage.
- Close and trip coil dynamic operating current measurement.
- Main contact opening / closing timing.
- Main contact resistance.
- AC Pressure test
- Testing of interlocking, racking and shutter operations.

Functional tests:

Each panel will be tested functionally before being signed off. This will include:

- Check if all fuses are replaced and MCB's are closed.
- Functional close test: local and remote.
- Functional trip test: local and remote.
- Functional test of all interlocking where applicable.

On energizing of each panel, an on-load test will be conducted to ensure integrity of protection circuits.

- Inspect battery terminals
- Inspect battery water and top up is necessary.
- Conduct a discharge test and record cell voltages.

Battery Charger:

- Inspect charger for damage or corrosion.
- Record battery charging current and voltage.
- Record alarms if any.
- Inspect earths for damage or corrosion.
- Inspect and clean each device.
- Test meter accuracy.
- Verify scaling factors (as applicable).

Indication:

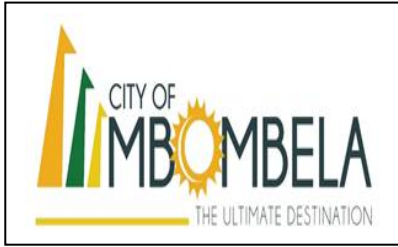
- Test ammeters and voltmeters to determine accuracy.
- Verify scales and CT ratios.

PROTECTION GRADING STUDY

The aim of the study is to verify that the electrical network is correctly graded with the view to minimize the number of incorrect tripping and isolation of customers as well as to minimize equipment damage and network outages.

The following studies are required:

- Evaluation of existing protection settings during normal operating conditions and N-1 conditions.
- A table consisting of all protection equipment existing settings as well as the proposed setting changes.
- All IDMT settings are to be presented in a log-log graph, in colour and in a clear format.
- A discussion of the study results.
- Recommendations.



CITY OF MBOMBELA

COM 85/2023

APPOINTMENT OF A PANEL OF ELECTRICAL ENGINEERING CONSULTANTS FOR PROVISION OF PROFESSIONAL SERVICES ON CITY OF MBOMBELA ELECTRICAL INFRASTRUCTURE PROJECTS AND OTHER ELECTRICAL SPECIALISTS WORK FOR A PERIOD OF 3 FINANCIAL YEARS AS AND WHEN REQUIRED.

Part C4: Site Information

The relevant Drawings or Data will be issued to the successful bidders at their request, subjected to the availability of these drawings or Data on an ad-hoc bases.