



# STEVE TSHWETE LOCAL MUNICIPALITY

## REQUEST FOR FORMAL WRITTEN QUOTATION

**CONTRACT NO. Q27.09.16**

**Design, Upgrade and project management of electrical installation in HEDC Mhluzi Proper for the purpose of installation of meters and installation compliance:**

### PROVISION OF CONSULTING **ELECTRICAL** ENGINEERING SERVICES

NAME OF TENDERER : \_\_\_\_\_

TENDERED AMOUNT : \_\_\_\_\_

TEL NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

**ISSUED BY:**

MUNICIPAL MANAGER  
 STEVE TSHWETE LOCAL MUNICIPALITY  
 P O BOX 14  
 MIDDELBURG  
 1050

DATE: \_\_\_\_\_

**CLOSING DATE: Friday, 23 September 2016 at 12h00**

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## BIDDER'S QUESTIONNAIRE

Ref no	Question	STLM's Requirement	Bidder's Response
1	Have you initialed all the pages of the tender document?	YES	* YES / NO
2	Have you completed and signed the Returnable Schedules required for Tender Evaluation Purposes (Schedules 1 to 5)?	YES	* YES / NO
3	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	* YES / NO
4	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an <b>original, valid or certified copy</b> of your Company's B-BBEE certificate to qualify for preference points?	YES	* YES / NO
5	Have you completed and signed the following form:- MBD 7.2 Form - Contract Form for rendering of Services?	YES	* YES / NO
6	Have you completed and signed the MBD 8 – Declaration of bidder’s past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	* YES / NO
7	Have you completed the Form of Offer (C1.1) in <b>WORDS</b> as well as in <b>FIGURES</b> ?	YES	* YES / NO
8	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	YES	* YES / NO
9	Do you understand the Scope of Work?	YES	* YES / NO
10	Have you completed the schedule of quantities form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	YES	* YES / NO

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Contractor

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# SCHEDULE OF DOCUMENTS

The Bid Documents for this Contract comprises of the following:

## THE TENDER

**T1: Bidding procedures**

- T1.1. Invitation to Bid
- T1.2. Tender Data
- T1.3 Standard Conditions of Tender

**T2: Returnable documents**

- T2.1 List of Returnable Documents
- T2.2 Returnable Schedules
  - T2.2.1 Returnable Schedules Required for Tender Evaluation Purposes
    - 1.1 Schedule 1: Resolution of Board of Directors
    - 1.2 Schedule 2: Schedule of proposed sub-contractors
    - 1.3 Schedule 3: Record of Addenda to tender documents
    - 1.4 Schedule 4: Clarification Meeting Attendance Certificate
    - 1.5 Schedule 5: Compulsory enterprise questionnaire
    - 1.6 Schedule 6: Functionality evaluation: Bidders Experience
    - 1.7 Schedule 7: Functionality evaluation: Proposed Organizational Staffing
    - 1.8 Schedule 8: Functionality evaluation: Experience of Key staff
  - T2.2.2 Compulsory Municipal Bid Documentation
    - 2.1 MBD 4: Declaration of Interest
    - 2.2 MBD 6.1: Preference Certificate
    - 2.3 MBD 7.2: Contract for rendering of services
    - 2.4 MBD 8: Declaration of bidder’s past supply chain management practises
    - 2.5 MBD 9: Certificate of Independent Bid Determination

## THE CONTRACT

**C1: Agreement and Contract Data**

- C1.1 Form of Offer and Acceptance
  - Form of Offer
  - Form of Acceptance
  - Schedule of Deviations
- C1.2 Contract Data
  - Part 1: Data provided by the Employer
  - Part 2: Data provided by the Service Provider

**C2: Pricing Schedule**

- C2.1 Pricing Instructions
- C2.2 MBD 3.3: Schedule of Quantities

**C3: Scope of Work**

- C3. Scope of Work)

**GENERAL CONDITIONS OF CONTRACT**

Contractor

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# THE TENDER

Contractor

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# T1: TENDER PROCEDURES

Contractor

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## T1.1: INVITATION TO BID



### STEVE TSHWETE LOCAL MUNICIPALITY

#### REQUEST FOR FORMAL WRITTEN QUOTATION

**Design, Upgrade and project management of electrical installation in HEDC Mhluzi Proper for the purpose of installation of meters and installation compliance: PROVISION OF CONSULTING ELECTRICAL ENGINEERING SERVICES**

The Steve Tshwete Local Municipality hereby invites quotations for the provision of Normal Services in respect of the Scope of Services contained in the bid document.

A duly completed quotation enclosed in a sealed envelope marked “**BID NO. Q27.09.16: Design, Upgrade and project management of electrical installation in HEDC Mhluzi Proper for the purpose of installation of meters and installation compliance: PROVISION OF CONSULTING ELECTRICAL ENGINEERING SERVICES**” with the name of the Bidder, shall be deposited in the tender box provided at the Steve Tshwete Local Municipality on the 1<sup>st</sup> floor, Civic Centre, Wanderers Avenue, Middelburg, before **12h00** on the closing date. The bids will be opened in public.

Tenderers shall pay special attention to the Conditions and Provisions of the Conditions of Tender, which are included in the Bid Documents. The Steve Tshwete Local Municipality does not bind itself to accept the lowest or any quote.

A compulsory clarification meeting with representatives of the Employer will take place at the Electrical Workshop, CNR Walter Sisulu and Protea road, Middelburg, 1050 on Monday 19 September 2016 starting at 10H00. The closing time for receipt of tenders is Friday at 12H00 on the 23 September 2016. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

*Bidders will be evaluated on functionality whereby 70 points has to be attained before financial proposals can be looked at. A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the conditions of tender in the tender document, read in conjunction with the supply chain management policy of Steve Tshwete Local Municipality where 80 points will be allocated in respect of price and 20 points in respect of B-BBEE Status Level of Contribution. Tenderers must have the necessary skills, experience and capacity to perform the required work.*

Technical queries may be directed to the {insert details}. Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late bids will not be accepted.

No awards will be made to a person:

- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Contractors who have the following are eligible to tender and must provide such proof:

- Original certified copy of valid B-BBEE certificate (non-compulsory, failure to submit no points will be awarded)
- Certified copy of current municipal account (not older than three months)
- Central Supplier Database Summary report
- Company registration certificate
- Original Certified Copy of Valid registration with CESA or SABTACO

Employer: The Acting Municipal Manager: Mr. S.M Mnguni  
Steve Tshwete Local Municipality  
P.O. Box 14

Contractor

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**T1.2: TENDER DATA**

CLAUSE NUMBER	
	<p>The Conditions of Tender is the Standard Conditions of Tender as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See <a href="http://www.cidb.org.za">www.cidb.org.za</a>) which are reproduced without amendment or alteration for the convenience of tenderers in this Tender in the section T1.3 of the Tender Data.</p> <p>The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.</p>
<b>F1.1</b>	The employer is the <b>Steve Tshwete Local Municipality</b>
<b>F1.2</b>	<p>The single volume approach is adopted for this contract.</p> <p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Steve Tshwete Municipality bound up as it was when it was received.</p> <p>The tender documents issued by the Employer comprise of the following:</p> <p><b>TENDER</b>  <b>Part T1: Tendering procedures</b>                      T1.1 - Tender notice and invitation to tender                      T1.2 - Tender data                      T1.3 – Standard Conditions of Tender</p> <p><b>Part T2: Returnable documents</b>                      T2.1- List of returnable documents                      T2.2 - Returnable schedules</p> <p><b>CONTRACT</b>  <b>Part C1: Agreements and contract data</b>                      C1.1 Form of offer and acceptance                      C1.2 Contract data</p> <p><b>Part C2: Pricing Schedule</b>                      C2.1 Pricing Instructions                      C2.2 Priced fees and disbursements</p> <p><b>Part C3: Scope of work</b>                      C3 Scope of work</p>
<b>F1.4</b>	<p>The employer's agent is:</p> <p>Name: <b>Thabo Manko</b>                      Capacity: <b>Assistant Director - Distribution</b>                      Address: Steve Tshwete Local Municipality                      P.O. Box 14, Middelburg, 1050                      Tel: <b>013 249 7230</b>                      Fax: <b>013 249 1065</b>                      E-mail: <a href="mailto:thabom@stlm.gov.za">thabom@stlm.gov.za</a></p>
<b>F1.6.2.1</b>	A competitive negotiation procedure will not be followed
<b>F2.1.1</b>	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> <li>1. Tenderer is registered on the Supplier Database of the municipality;</li> </ol>

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	<p>2. Tenderer is qualified and professionally registered for the consultancy service to be provided;</p> <p>3. Tenderer has the managerial capacity, reliability and experience regarding the nature of the project.</p> <p>Only those tenderers who score a minimum score of <b>70 points</b> in respect of the quality criteria are eligible to submit tenders.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="background-color: #ffff00;">Description of quality criteria</th> <th style="background-color: #ffff00;">Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td>Bidder's experience</td> <td style="text-align: center;">60</td> </tr> <tr> <td>Proposed organisational staffing</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Experience of key staff</td> <td style="text-align: center;">35</td> </tr> <tr> <td><b>Maximum total evaluation points for quality (M<sub>s</sub>)</b></td> <td style="text-align: center;"><b>100</b></td> </tr> </tbody> </table>	Description of quality criteria	Maximum number of tender evaluation points	Bidder's experience	60	Proposed organisational staffing	15	Experience of key staff	35	<b>Maximum total evaluation points for quality (M<sub>s</sub>)</b>	<b>100</b>
Description of quality criteria	Maximum number of tender evaluation points										
Bidder's experience	60										
Proposed organisational staffing	15										
Experience of key staff	35										
<b>Maximum total evaluation points for quality (M<sub>s</sub>)</b>	<b>100</b>										
<b>F2.7</b>	<p>The arrangements for the <u>compulsory</u> clarification meeting are:</p> <p>Location: Electrical workshop ,Cnr Walter Sisulu and Protea Date:2016/09/19 Starting time: <b>10h00</b></p>										
<b>F2.8</b>	The closing time for submission of tender offers is as indicated in the tender notice.										
<b>F2.12.1</b>	No alternative offers will be accepted.										
<b>F2.13.3</b>	Additional copies of the tender offer will not be required.										
<b>F2.13.5 F2.13.7</b>	<p>The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box: Steve Tshwete Local Municipality Physical address: 2<sup>nd</sup> floor, Civic centre, Wanderers Avenue, Middelburg</p> <p><u>Identification details:</u> As indicated in the tender notice</p>										
<b>F2.13.6 F3.5</b>	A two-envelope procedure will not be followed.										
<b>F2.19</b>	The site of works is located at <b>CNR Protea road and Ngwako street, Mhluzi, HEDC</b>										
<b>F2.22</b>	Not a requirement.										
<b>F2.23</b>	The tenderer is required to submit with his tender an <u>original</u> valid Tax Clearance Certificate issued by the South African Revenue Services.										
<b>F3.4</b>	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be:</p> <p>Time: <b>12;00</b> hours on <b>Friday 23 September 2016</b></p> <p>Location: <b>Civic centre Office A225</b> Details of the room location where tenders will opened be can be obtained on the day from <b>Office A 217</b>.</p>										
<b>F3.11</b>	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The total number of tender evaluation points for preferences to may be claimed is indicated</p>										

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Contractor

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Witness 1

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Employer

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Witness 1

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Witness 2

CLAUSE NUMBER	
	in MBD 6.1.
<b>F3.13.1</b>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services</li> <li>b) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>c) the tenderer or any of its directors 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; and</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given written notice to this effect.</li> </ul> </li> <li>e) it is considered that the performance of the services will not be compromised through any conflict of interest.</li> </ul>
<b>F3.17</b>	The number of paper copies of the signed Contract to be provided by the Employer is one.

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### T1.3: STANDARD CONDITIONS OF TENDER

**CIDB STANDARD CONDITIONS OF TENDER** (January 2009 edition) as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009.

#### F.1 GENERAL

##### F.1.1 Actions

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

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

Note:

- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

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- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

**F.1.4 Communication and employer’s agent**

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

**F.1.5 The employer’s right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of **F.3.4**, the employer shall announce only the names of the tenderers who make a submission. The requirements of **F.3.8** relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of **F.2.17**, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of **F.3.11** and **F.3.13** after tenderers have been requested to submit their best and final offer.

**F.1.6.3** **Proposal procedure using the two stage-system**

**F.1.6.3.1** **Option 1**

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

**F.1.6.3.2** **Option 2**

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

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

**F.2** **TENDERER'S OBLIGATIONS**

**F.2.1** **Eligibility**

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

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

**F.2.2** **Cost of tendering**

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

**F.2.3** **Check documents**

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

**F.2.4** **Confidentiality and copyright of documents**

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

**F.2.5** **Reference documents**

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

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Employer

Witness 1

Witness 2

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

**F.2.8 Seek clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the tender offer**

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

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

**F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

Contractor

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Employer

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- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **F.2.13** with the packages clearly marked as "SUBSTITUTE".

Contractor

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Employer

Witness 1

Witness 2



**F.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

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

**F.2.20 Submit securities, bonds, policies, etc.**

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

**F.2.21 Check final draft**

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

**F.2.22 Return of other tender documents**

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

**F.2.23 Certificates**

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

**F.3 THE EMPLOYER’S UNDERTAKINGS**

**F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

Contractor

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- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**F.3.2 Issue Addenda**

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

**F.3.3 Return late tender offers**

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

**F.3.4 Opening of tender submissions**

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

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

**F.3.7 Grounds for rejection and disqualification**

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

Contractor

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Employer

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**F.3.8 Test for responsiveness**

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

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

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

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

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

**F.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

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

Contractor

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Witness 2

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**F.3.10 Clarification of a tender offer**

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

**F.3.11 EVALUATION OF TENDER OFFERS**

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of **F.3.11.7** and **F.3.11.8**.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with **F.3.11.8**.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of **F.3.11.7** and **F.3.11.9**, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

Contractor

Witness 1

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Employer

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- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with **F.3.11.9**.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.11.5 Method 4: Financial offer, quality and preferences**

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of **F.3.11.7** to **F.3.11.9**, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;

$N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with **F.3.11.8**.

$N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with **F.3.11.9**.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Re-score and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

**F.3.11.6 Decimal places**

Score financial offers, preferences and quality, as relevant, to two decimal places.

**F.3.11.7 Scoring Financial Offers**

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Contractor

Witness 1

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Employer

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Witness 2

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.

$W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = 1 + \frac{(P - P_m)}{P_m}$	$A = \frac{P}{P_m}$
2	Lowest price or percentage commission / fee	$A = 1 - \frac{(P - P_m)}{P_m}$	$A = \frac{P_m}{P}$
$P_m$	=	the comparative offer of the most favourable tender offer.	
$P$	=	the comparative offer of tender offer under consideration	

**F.3.11.8 Scoring preferences**

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

**F.3.11.9 Scoring quality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

where:  $S_Q$  is the score for quality allocated to the submission under consideration;

$M_S$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

Contractor

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Witness 2

Employer

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- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

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

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.16.3** Unsuccessful forms / documents will be disposed of after 24 months.

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

Contractor

Witness 1


Witness 2

Employer


Witness 1

Witness 2


## T2: RETURNABLE DOCUMENTS




Contractor




Witness 1




Witness 2



Employer



Witness 1



Witness 2



## T2.1 LIST OF RETURNABLE DOCUMENTS

### 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- 1.1 Schedule 1: Resolution of Board of Directors
- 1.2 Schedule 2: Schedule of proposed sub-contractors
- 1.3 Schedule 3: Record of Addenda to tender documents
- 1.4 Schedule 4: Clarification Meeting Attendance Certificate
- 1.5 Schedule 5: Compulsory enterprise questionnaire

### 2. COMPULSORY MUNICIPAL BID DOCUMENTATION

- 2.1 MBD 4: Declaration of Interest
- 2.2 MBD 6.1: Preference Certificate
- 2.3 MBD 7.2 : Contract for rendering of services
- 2.4 MBD 8: Declaration of bidder's past supply chain management practises
- 2.5 MBD 9: Certificate of Independent Bid Determination

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T2.2 RETURNABLE SCHEDULES

Contractor

Witness 1

Witness 2

Employer

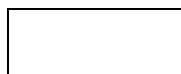
Witness 1

Witness 2

**T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**



Contractor



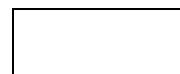
Witness 1



Witness 2



Employer



Witness 1



Witness 2

**SCHEDULE 1**

**RESOLUTION OF BOARD OF DIRECTORS**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

**RESOLVED that:**

- The Enterprise submits a Bid / Tender to the Steve Tshwete Local Municipality in respect of the following project:

**Design, Upgrade and project management of electrical installation in HEDC Mhluzi Proper for the purpose of installation of meters and installation compliance**

Bid / Tender Number: **{insert number}**

- \*Mr/Mrs/Ms: \_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
5			
6			

**Note:**

- \* Delete which is not applicable
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
- Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE 2**

**SCHEDULE OF PROPOSED SUB-CONTRACTORS**

We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed sub-contractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with sub-contractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organisation:</b>	
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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

**SCHEDULE 3**

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Steve Tshwete Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:  
*(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

Name of Tenderer	Signature	Date

1. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE 4**

**CLARIFICATION MEETING ATTENDANCE CERTIFICATE**

This is to certify that I, \_\_\_\_\_ representing  
\_\_\_\_\_ in the company of  
\_\_\_\_\_ attended the clarification

meeting on 19<sup>th</sup> of September 2016 at Electrical workshop, cnr Protea and Walter Sisulu Street.

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of Municipal Representative	Signature	Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

**SCHEDULE 5**

**COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal Income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 4: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 5: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation 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"/>	A employee of any provincial department, national or provincial public entry 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 legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity
<input type="checkbox"/>	A member of the National Assembly or the National Council of Province	<input type="checkbox"/>	A employee of Parliament or a provincial legislature
<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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service	
		Current	Within last 12 months

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Section 6: Records of spouses, children and parents in the service of the state**

Indicate by making the relevant boxes with a cross, if any spouses, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

	A member of any municipal council		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)
	A member of any provincial legislature		A member of an accounting authority of any national or provincial public entity
	A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature
	A member of the board of directors of any municipal entity		A official of any municipality or municipal entity

Name of spouse, child or parent	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

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Enterprise: \_\_\_\_\_

Name: \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE 6**

**FUNCTIONALITY EVALUATION SCHEDULE: BIDDER'S EXPERIENCE**

Bidders are required to submit proof of work perform in order to be evaluated on functionality. If no relevant information provided no score will be provided.

**NB: Proof of previous work history must be attached for e.g. purchase order, appointment or reference letter etc.**

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

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

**Detailed designs on electrification (MV/HT):**

Scoring	General qualifications
<b>Non-responsive (0 points)</b>	Performed 2 or less or no information of similar projects
<b>Poor (5 Points)</b>	Performed and completed 3 detailed designs on electrification projects
<b>Fair (10 Points)</b>	Performed and completed 4 detailed designs on electrification projects
<b>Satisfactory (15 points)</b>	Performed and completed 5 or more detailed designs on electrification projects

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Detailed Electrical Building Designs completed**

Scoring	General qualifications
<b>Non-responsive (0 points)</b>	Performed 2 or less or no information of similar projects
<b>Poor (5 Points)</b>	Performed and completed 3 detailed electrical building design projects
<b>Fair (10 Points)</b>	Performed and completed 4 detailed electrical building design projects
<b>Satisfactory (15 points)</b>	Performed and completed 5 detailed electrical building design projects
<b>Good (20 points)</b>	Performed and completed 6 detailed electrical building design projects
<b>Very good (25 points)</b>	Performed and completed 7 detailed electrical building design projects
<b>Excellent (30 Points)</b>	Performed and completed 8 or more detailed electrical building design projects

**Project management undertaken and completed**

Scoring	General qualifications
<b>Non-responsive (0 points)</b>	Performed 2 or less or no information of similar projects
<b>Poor (5 Points)</b>	Performed and completed 3 projects which entails Project management
<b>Fair (10 Points)</b>	Performed and completed 4 projects which entails Project management
<b>Satisfactory (15 points)</b>	Performed and completed 5 projects which entails Project management

**NB: Only bidders who score a minimum of 70 points will be further evaluated on price and BBEE.**

I the undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
<b>SIGNED AT</b>	<b>AUTHORIZED SIGNATURE (UNDERSIGNED)</b>
<b>DATE</b>	<b>NAME AND CAPACITY</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE 7**

**FUNCTIONALITY EVALUATION SCHEDULE: PROPOSED ORGANISATION AND STAFFING**

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. Bidders should outline similar works that key staff have previously undertaken or executed.

**The tenderer must attach his / her organization and staffing proposals to this page.**

The scoring of the proposed organization and staffing will be as follows:

Scoring	General qualifications
<b>Personnel points Total Points – 15</b>	Design Engineer -5 Project Engineer/Manager-2.5 Clerk of works – 2.5 Draft person- 5  NB: if design engineer and project engineer is the same person, the highest points will be used. This applies to others as well.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE 8**

**FUNCTIONALITY EVALUATION SCHEDULE: EXPERIENCE OF KEY STAFF**

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each key staff member.
- 2) The education, training and experience of the key staff members, in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

**A CV of each key staff member of not more than 2 pages should be attached to this schedule.** The CV should be structured under the following headings:

1. Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Name of current employer and position in enterprise
4. Overview of post graduate / diploma experience (year, organization and position)
5. Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

Scoring	General qualifications
<b>Professional registration Total Points – 5</b>	ECSA registration – 2.5 points Project management body – 2.5 points Others – 0
<b>Experience Total Points - 15</b>	Electrification design experience – 5 points Building electrical design experience – 5 points Project management experience – 5 points
<b>Qualifications Total Points - 5</b>	Only one highest qualification will be used: BSC/B eng /B-Tech electrical engineer or higher -5 points National Diploma (S4/T3) electrical engineer or higher- 5 points Others -0

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Contractor

Witness 1

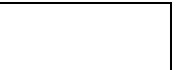
Witness 2

Employer

Witness 1

Witness 2

**T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENTATION**



**MBD 4**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**

3.9.1 If yes, furnish particulars.....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.  
.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars  
.....  
.....

3.12 *Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?* **NO YES /**

3.12.1 If yes, furnish particulars.  
.....  
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.  
.....  
.....

3.14 Do you or any of the directors, trustees, managers,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

**NO**

**YES /**

3.14.1 If yes, furnish particulars:

.....  
 .....

**4. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity

--	--	--	--	--	--

based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

scoring the highest number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = ..... (maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

- 9.1 Name of firm : .....
- 9.2 VAT registration number : .....
- 9.3 Company registration number .....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

**9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....**

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in

.....

Contractor

.....

Witness 1

.....

Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2

addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**WITNESSES:**

- 1. ....
- 2. ....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE: .....

ADDRESS: .....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify).
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

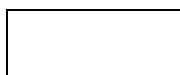
CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



**CONTRACT FORM - RENDERING OF SERVICES**

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js367bW

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor
   
 Witness 1
   
 Witness 2
   
 Employer
   
 Witness 1
   
 Witness 2

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

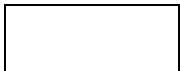
Witness 2

Employer

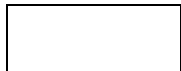
Witness 1

Witness 2

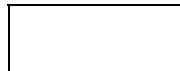
# THE CONTRACT



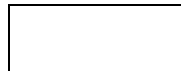
Contractor



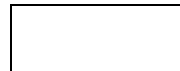
Witness 1



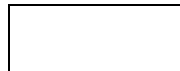
Witness 2



Employer



Witness 1



Witness 2

**C1: AGREEMENTS AND CONTRACT DATA**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 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 following project:

**Design, Upgrade and project management of electrical installation in HEDC Mhluzi Proper for the purpose of installation of meters and installation compliance**

Bid / Tender Number: **{add number}**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS THE FOLLOWING:**

**MBD 3.3:** .....Rand

(in words); R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

<b>Signature Block: Tenderer</b>	
Signature .....	Date .....
Name .....	
Capacity .....	
Name of organization .....	
Address of organization .....	
.....	
Signature of witness .....	Date .....
Name of witness .....	

**\* Bidders have to complete the offered total of the prices in words as well as in figures**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**FORM OF ACCEPTANCE**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.

<b>Signature Block: Employer</b>	
Signature .....	Date .....
Name .....	
Capacity .....	
<b>for the Employer</b>	Steve Tshwete Local Municipality P.O. Box 14, Middelburg, 1050
Signature of witness .....	Date .....
Name of witness .....	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**SCHEDULE OF DEVIATIONS**

- 1. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
- 2. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
- 3. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
- 4. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C1.2 CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER

- a) The Employer is the **Steve Tshwete Local Municipality**.
- b) The authorised and designated representative of the Employer is **{add name}**.
- c) The address for receipt of communications is:
- Tel: {add number}  
Fax: {add number}  
E-mail: {add email address}  
Address: Civic Centre  
          {add office number}  
          P.O. Box 14  
          Middelburg  
          1050
- d) The Project is: **Design, Upgrade and project management of electrical installation in HEDC Mhluzi Proper for the purpose of installation of meters and installation compliance.**
- e) The Period of Performance commences on the date of signature of the Form of Acceptance.
- f) The location for the performance of the Project is **the Municipal area of Steve Tshwete**.
- g) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- h) The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:
- i) Appointing Subcontractors for the performance of any part of the Services,
  - ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.
- j) Copyright of documents prepared for the Project shall be vested with the Employer.
- k) Interim settlement of disputes is to be by **mediation/arbitration**.
- l) Final settlement is by litigation.
- m) In the event that the parties fail to agree on a **mediator/arbitrator**, the **mediator/arbitrator** is nominated by Consulting Engineers South Africa (CESA).
- n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

The Service Provider is: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

The authorised and designated representative of the Service Provider is:

Name: \_\_\_\_\_

The address for receipt of communications is:

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

## **C2: PRICING SCHEDULE**

### **C2.1: PRICING INSTRUCTIONS**

- a) These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Pricing Schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
- b) The Pricing Schedule shall be read with all the documents which form part of this Contract.
- c) The following words have the meaning hereby assigned to them:

Unit	The Unit of measurement for each item of work in terms of the Scope of Work.
Rate	The payment per unit of work at which the tenderer tenders to do the work.

- d) The rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- f) All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs
- h) Provisional Amounts shall only be expended on the specific instruction of the Employer
- i) All prices and rates entered in the Pricing Schedule must be **exclusive of Value Added Tax (VAT)**.
- j) Prices shall be fixed and firm for the duration of the project
- k) No amendments shall be done on the schedule of quantities and/or additional items in addition to Schedule of quantities. Failure to comply, bidder will be disqualified.**
- l) Bidders shall ensure that all their additional fees are catered into the schedule of quantities without amending it and bidders

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C2.2: MBD 3.3: SCHEDULE OF QUANTITIES**

The following Schedule will be the basis of the quote

Bidder(s) are not permitted to change the basis upon which they have been asked to quote. Any variation from the Pricing Instructions will invalidate this quote.

ITEM	TASK	UNIT	QUANTITY	RATE	AMOUNT EXCLUDING VAT
1	<b>PERCENTAGE BASED COSTS:</b>				
1.1	Stage 1 - Concept and preliminary design	sum	100%		R
1.2	Stage 2 – Analysis, Detailed design and Compilation of tender document	sum	100%		R
1.3	Stage 3 – Project, Construction and Financial Management Services	sum	100%		R
1.4	Stage 4 – Site Supervision	No.	12		
1.5	Stage 5 – Close up report	Sum	100%		
1.6	Printing of tender documents	Per document	30		R
1.7	Evaluation of bids	Sum	100%		R
1.8	Componentising and updating of Asset register	Sum	100%		R
Subtotal					
VAT					
Total (TO BE REFERRED TO FORM OF OFFER)					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### **C3: SCOPE OF WORK**

#### **1. Description of the Project**

1. Services of Electrical Engineer are hereby required to perform designs for the upgrade of electrical installation for the above mentioned site and ensuring implementation thereof by managing the project.
2. The purpose of the project is to ensure that offices are having individual meters according to its allocation and that the electrical installation is upgraded to meeting the required safety and electrical standard.
3. Some offices or rooms are metered however others are not metered at all
4. All meters shall be strategically positioned and shall be mixture of credit meter and pre-paid meter. Where prepaid meter is used a split meter (PLC) shall be used.
5. Outdoor lights shall be metered separately from meters metering tenants
6. Any modification shall be done in such a way that meters cannot be tampered with.
7. The Consultant shall also ensure that all the electrical equipment functions at the end of the project.
8. There are currently tenants in the buildings and the execution of work herein shall be done in such a way that tenants are not too much inconvenienced.
9. The Consultant shall ensure application of Occupational Health and safety Act and its regulations.
10. It is responsibility of the Consultant to visit the site and gather all the information required before, during and after the design and no compensation shall be done for omission by Consultant.
11. Consultant must produce and make available new as build drawings
12. Consultant shall put together tender document for construction and avail the document to bidders
13. Consultants shall ensure that all new assets and replaced one are componentised and put on the assets register
14. Current as-built drawings will be made available to ease the planning and performing of designs.

#### **15. Project and Construction Management Services**

##### **15.1. 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:

- Liaising with other professionals as necessary in order to establish the scope of work embodied in each of the direct contracts.
- 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.
- Co-ordinating the execution of the construction processes to ensure adherence to the overall construction programme.
- Arranging and monitoring execution of the construction processes to ensure adherence to specification.
- Ensuring that all necessary inspections are carried out.
- Arranging for and monitoring the rectification of defective work including that arising during the contractual defects liability period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## 15.2. Project monitoring services

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

## 15.3. 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:

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

## 15.4. Project management

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:

- Project administration as per 1.3 above.
- Receiving an outline brief from and establishing the Employer's needs.
- Advising the Employer on the need for other professionals and making recommendations.
- Negotiating and agreeing conditions of engagement with consultants.
- Receiving a final brief from and analysing the Employer's needs in detail.
- Ensuring that statutory consents are obtained.
- Preparing programmes for all pre-contract and contract activities and monitoring progress and adjusting the programme as necessary.
- Establishing types of meetings, attendance, chairmanship and issuing of agendas and minutes.
- 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.
- Advising the Employer on the form of contract and the method of contractor selection in conjunction with other professionals
- Arranging lists of tenderers, the tender opening and credit checks, co-ordinating reports on tenders and making recommendations to the Employer.
- Establishing a framework for monitoring progress, maintaining financial management and regularly reporting to the Employer.
- 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 15.5. 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, 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

### 15.5.1. Integration Management

- Consult with the Client to establish the Project scope, objectives, priorities, constraints, assumptions and strategies.
- 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.
- Manage the execution of the Project in accordance with the approved planning documents.
- Manage the control of all interrelated changes to the approved planning documents.

### 15.5.2. Scope Management

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

### 15.5.3. Time Management

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

### 15.5.4. Cost Management

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 15.5.5. Quality Management

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

### 15.5.6. Human Resource Management

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

### 15.5.7. Communications Management

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

### 15.5.8. Risk Management

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

### 15.5.9. Procurement Management

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

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

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

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.

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.

Letter of Acceptance: Prior to issuing Beneficial Occupancy to the Client Representative for the project, the PM shall obtain from the "Client Representative" a signed "letter of acceptance".

Client. Assumes Responsibility: Upon substantial completion and beneficial occupancy, the Client will assume responsibility for the operation and maintenance of the facility.

- *Final turn over and acceptance Inspection PM to include this material*
- *Real property transfer PM to include this material*
- *Beneficial Occupancy Date (BOD) PM to include this material*

Claims: The PM will immediately inform the Client if there are any pending claims. Upon determination, by the Contracting Officer, that a contractor's claim, in whole or in part, has merit, the PM will prepare a standard change request with the agreed amount and forward it with rationale for merit to client for funding guidance. Standard procedures for estimating and negotiating will be followed to assure timely execution of a completed contract modification to resolve the claim. The Contracting Officer has ultimate authority to adjust any claims.

As-Built Documents: (based on contract type, the PM is to determine who will be responsible for completing the As-Built drawings i.e. Construction Contractor and assure that this task is identified in their contract SOW) Completed as-built drawings, the entire electronic drawing file set on CD will be provided within 30 days of turnover and before final payment. The PM will ensure that the contractor prepares the completed as-built drawings both, red-line and on CADD. The as-builts will be delivered to the Municipal Office directly with a copy of the as-built Design Drawings, specifications, and O&M manual with a transmittal letter to the Facility Manager.

Systems Operating Maintenance Manuals (SOMMS) Operations and Maintenance (O&M) manuals: Shall be identified in the General Conditions of the Specification.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Post Occupancy: Continued management, including Post Occupancy Evaluation, will be required after the project turnover to insure prompt corrective action is taken on any identified warranty items and outstanding deficiencies.

Warranty Protocol: The PM will maintain a status listing of any deficiencies outstanding at substantial completion. The PM will coordinate closely with the contractor to insure prompt correction of deficiencies. Prior to the Beneficial Occupancy Date (BOD), the PM will conduct a pre-warranty conference with the contractor and with the Municipal representative in attendance. During the pre-warranty conference the contractor shall provide a list of sub-contractors, phone numbers and names of contact person responsible for the execution of any warranty work.

The Facility Manager; will have the responsibility of administering the warranty program throughout the contractually specified warranty period. The Facility Manager, upon notification of a possible warranty requirement, will do an initial investigation to insure that the problem is covered under warranty. The Facility Manager will then contact the contractor listed on the on the warranty list and issue a request for corrective action. The Facility Manager shall maintain a log of all warranty requests received with: request date, actions taken, completion date or pending and will inform the initiators of such status on a weekly basis. If required, the PM will assist in resolving warranty items in the event the contractor is not available to respond in an expeditious manner.

At (11) months after transfer, the PM will conduct joint inspections with the contractor, and any other representatives to identify defects and plan corrective actions. The PM will contact the Facility Manager prior to these inspections for the list of warranty call log and potential latent defects in the facility. These items will be reviewed by the PM for possible follow-up action. During this same inspection, the PM may conduct a Post Occupancy Evaluation of the facility.

**2. Purpose and Recipients**

The purpose of the project is to provide electrical meters to the buildings and ensure that tenants are billed correctly.

**3. Fees**

Professional fees shall be payable in terms of Council's Standard Form of Agreement and the Schedule of Fees.

**4. Expenses and Costs**

Service provider shall ensure that all expenses are covered for the work under MBD 3.3 as no other expenses will be paid in addition. 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

The expenses covered under MBD 3.3 shall include but not limited to the following:

- (a) Travelling expenses for the conveyance of the consulting engineer or a member of the consulting engineer's staff
- (b) Travelling time on the basis of the Time Rates set out in the Schedule of Fees for all time spent in travelling by the consulting engineer or members of his staff for all time spent in travelling minus the first three hours per return journey.

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

- (c) Accommodation and subsistence expenses incurred by the consulting engineer or a member of his staff
- (d) 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.

**5. Site supervision**

Site supervision shall be provided by the Consultant.

**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. Deliverable**

Service provider will be required to adhere to the following:

Stage 1 - Concept and preliminary design

- The service provider must start with analysis and preliminary design (hard copy and electronically) within seven days after receipt of an order.
- Hand over site meeting will be within seven days after issue of an order.
- Service provider is required to submit preliminary designs to Council project leader.
- All re-submission of designs should be within a week after discussions

Stage 2 – Analysis, Detailed design and Compilation of tender document

- Detailed design must be submitted electronically and with hard copy, and must be accompanied by the following:
  - Tender document including specification
  - BoQ per phase indicating the anticipated pricing
  - All necessary Calculations (graph may be used as well)
  - Perform duties of the designer as per clause 6 of Construction regulation

Stage 3 – Project, Construction and Financial Management Services

- Consultant must ensure sufficient and correct project and financial management

                               
 Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

- Ensure handover of site to the Contractor
- Manage and Monitor the project
- Ensure Quality is adhered to
- Make amendment to the designs where necessary
- Ensure correct utilisation of funds
- Attend Factory inspections
- Detailed design and Tender documentation must be ready and submitted to Council within one month after receipt of an order so as to advertise for Construction works
- Attend and chair project meetings

Stage 4 – Site Supervision

- Supervising of works taking place on site
- Visiting of site once a week for 3 hours each visit
- Ensure that a consistently high standard of quality control and supervision is maintained
- Ensure health and safety and tender specification is adhered to
- Site supervision shall take place during the time of the actual construction

Stage 5 – Close up

- Completion of close up report and handing of the project to STLM
- Componentizing of assets into the assets register
- Ensure that the equipment is functioning accordingly
- The Project should be Completed no later than 25 June 2017, this includes construction works

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract is not included in this document and may be downloaded from the following website:

<http://www.treasury.gov.za/legislation/pfma/public%20entities/PFMA%20GCC%20July%202020%2010.pdf>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**ANNEXURE A  
TOWNSHIP ABC SITE LAYOUT PLAN**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2