

LEPELLE-NKUMPI LOCAL MUNICIPALITY



BID DOCUMENT

BID NO: LNM064/2020/21

APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS

CLOSING DATE: 24 MAY 2021 at 11H00

| TECHNICAL ENQUIRIES | BIDDING RELATED ENQUIRIES |
|--|---|
| TECHNICAL SERVICES (PMU): Mr Tebogo Phasha LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4556/7 Fax: (015) 632 4594 | SUPPLY CHAIN MANAGEMENT Mr. Jeffrey Pitseng LEPELLE-NKUMPI LOCAL MUNICIPALITY P/BAG X 07 CHUENESPOORT 0745 Tel: (015) 633 4531 Fax: (015) 633 6896 |

NAME OF BIDDER (BIDDING ENTITY) : _____

TEL NUMBER : _____

FAX NUMBER : _____

CENTRAL SUPPLIER DATABASE NO : _____

BBBEE STATUS : _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

CONTENTS

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of Returnable Documents and Returnable Schedules

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Agreement in Terms of Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS

PART T1

TENDERING PROCEDURES

Objections and complaints

Persons aggrieved by decisions or actions taken in the appointment of this tender or affected by the entire process of supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action to: The Municipal Manager, Private Bag X 07, Chuenespoort, 0745. To report any fraud; irregularities or corruption related incidents you may call our Anti-Fraud Hotline number: 0800 20 50 53

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDERING PROCEDURES

INDEX

| Section | Description | Page No |
|-----------|---|---------|
| PART T1.1 | TENDER NOTICE AND INVITATION TO TENDER..... | T1.1-3 |
| PART T1.2 | TENDER DATA..... | T1.2-1 |
| PART T1.3 | STANDARD CONDITIONS OF TENDER | T1.3-1 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1.1

Tender Notice and Invitation to Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



MBD1

PART A INVITATION TO BID

| | | | | | |
|---|---|---------------|-------------|---------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LEPELLE NKUMPI MUNICIPALITY | | | | | |
| BID NUMBER: | LN064/2020/21 | CLOSING DATE: | 24 MAY 2021 | CLOSING TIME: | 11H00 |
| DESCRIPTION | APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS. | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX | | | | | |

SITUATED AT (STREET ADDRESS

| | | | | | |
|--|---|--|--|---------|--|
| LEPELLE-NKUMPI MUNICIPALITY | | | | | |
| UNIT 170 BA, CIVIC CENTRE | | | | | |
| LEBOWAKGOMO | | | | | |
| 0737 | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| TAX COMPLIANCE STATUS | TCS PIN: | | OR | CSD No: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |

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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

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| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R..... |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | Lepelle Nkumpi Municipality | CONTACT PERSON | Mr.T Phasha |
| CONTACT PERSON | Jeffrey Pitseng | TELEPHONE NUMBER | 015 633 4557 |
| TELEPHONE NUMBER | 015 633 4531 | FACSIMILE NUMBER | (015) 633 6896 |
| FACSIMILE NUMBER | (015) 633 6896 | E-MAIL ADDRESS | Malekate.phasha@lepelle-nkumpi.gov.za |
| E-MAIL ADDRESS | jeffrey.pitseng@lepelle-nkumpi.gov.za | | |

MBD1

PART B TERMS AND CONDITIONS FOR BIDDING

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|--|
| 1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 2. TAX COMPLIANCE REQUIREMENTS |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONSULTANTS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES ☐ NO ☐
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO ☐
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO ☐
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES ☐ NO ☐
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO ☐

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



REQUESTS FOR PROPOSALS FOR APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDER FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

| PHYSICAL STREET ADDRESS: | POSTAL ADDRESS: |
|--------------------------|-----------------|
| | |
| | |
| | |
| | |

TELEPHONE NUMBER.....:

FAX NUMBER :

E-mail ADDRESS

CONTRACT PRICE : R N/A

(Amount brought forward from the Form of Offer and Acceptance)*

Signed by authorised representative of the Bidding Entity:

DATE:

- Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

REQUESTS FOR PROPOSALS FOR APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS

INVITATION TO TENDER

Tenderers are hereby invited for Application for Admission to Lepelle-Nkumpi Local Municipality Panel of Consultants for Professional Civil Engineering Related Services for the period of 3 years.

Tender documents will only be available from **22/04/2021** on the municipal website (www.lepelle-nkumpi.gov.za)

A Compulsory Site meeting and Inspection will NOT be necessary for this tender request

All tenders and supporting documents shall be sealed in an envelope or package clearly marked "**Contract Number: LNM064/2020/21 – APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS.** Duly completed tenders shall be placed in the tender box situated at the main entrance of Lepelle-Nkumpi Municipality situated Civil Centre, Lebowa kgomo Unit F, **not later than 11h00 on 24 MAY 2021.** No Fax or Late tenders will be accepted. The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act 5/2000 and revised Preferential Procurement Regulation 2017 on Pre –qualification criteria for preferential procurement, 80/20 points system, where 80 points are for the price and 20 points for B-BBEE according to the said legislation and 100 points on Functionality.

The Tenderer must have a staff member who has completed, or, is registered for training towards, the NQF level 5 unit standard "Develop and Promote Labour Intensive Construction Strategies".

All Technical enquiries are to be directed to Mr. Tebogo Phasha on 015 633 4557.

**L.A Gafane
MUNICIPAL MANAGER**

LEPELLE-NKUMPI LOCAL MUNICIPALITY



Contractor

Witness 1

Witness 2

1

Player

Witness 1

Witness 2

CONTRACT NO. LNM064/2020/21

**APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE
PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF
(3) THREE YEARS**

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PART T1.2

TENDER DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS

T1.2 TENDER DATA

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

| Clause Number | |
|---------------|--|
| F.1.1 | The Employer is: Lepelle-Nkumpi Local Municipality P/BAG X07 CHUENESPOORT 0745 |
| F.1.2 | The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| | <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>C1.4 OHS</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p> |
| F1.3 | <p>Interpretation</p> <p>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 tender conditions.</p> |
| F.1.4 | <p>The Employer is:</p> |
| | <p>Lepelle-Nkumpi Local Municipality</p> <p>P/BAG X07</p> <p>CHUENESPOORT</p> <p>0745</p> |
| F.1.5.1 | <p>Reject or accept</p> <p>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 a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p> |
| F.2.1 | <p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> |
| F.2.1 | <p>Only those Tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a Consultant grading designation equal to or higher than a Consultant grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a N/A or higher class construction work, are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| | <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the e lead partner has a Consultant grading designation in the N/A OR higher class of construction work; and the combined Consultant grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Consultant grading designation determined in accordance with the sum tendered for a N/A or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations. <p>Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders. The Tenderer must have a staff member who has completed, or, is registered for training towards, the NQF level 5 unit standard "Develop and Promote Labour Intensive Construction Strategies".</p> | | |
| F.2.2 | Compensation of tendering Accept that 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 satisfy 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 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. | | |
| 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 of the closing time stated in the tender data, in order to take the addenda into account. | | |
| F.2.7 | The arrangements for a compulsory site meeting are: N/A | | |
| | <table border="1"> <tr> <td> Date: N/A Starting time: N/A </td> <td> Location: N/A </td> </tr> </table> | Date: N/A Starting time: N/A | Location: N/A |
| Date: N/A Starting time: N/A | Location: N/A | | |
| F.2.10 | Pricing the tender State the rates and prices in Rand. | | |

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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| F.2.11 | <p>Alterations to documents</p> <p>Do 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.</p> |
| F.2.12 | <p>Alternative tender offers</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> |
| F2.13.3 | Tender offer communicated on paper shall be submitted as an original. |
| F.2.13.5 | The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: |
| | <p style="text-align: center;">APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS.</p> <p style="text-align: center;">(LEPELLE NKUMPI MUNICIPALITY)</p> |
| | Closing date and time: Closing date: 24 MAY 2021 Closing Time: 11H00 |
| | Location of Tender box: Lepelle-Nkumpi Local Municipality, Civic Centre, Lebowakgomo Unit F. |
| | Physical address: Lepelle-Nkumpi Local Municipality, Civic Centre, Lebowakgomo Unit F. |
| F.2.13.9 | Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. |
| F.2.14 | 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. |
| F2.15 | The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender. |
| F.2.16 | The Tender offer validity period is 90 Days . |
| F.2.18 | The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. |
| F2.20 | The tenderer is required to submit a Performance Guarantee from an approved |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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| | <p>insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer 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.</p> |
| F.2.23 | <p>The tenderer is required to submit with his tender:</p> <p>(1) an original valid Tax Clearance Certificate issued by the South African Revenue Services; and</p> <p>(2) An original or certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.</p> <p>(3) In case of Joint Venture – the Joint Venture Agreement.</p> |
| F.3.4 | <p>The time and location for opening of the Tender offers are:</p> <p>Closing date: 24 MAY 2021 Closing Time: 11H00</p> <p>Location: Lepelle-Nkumpi Local Municipality, Civic Centre, Lebowakgomo Unit F.</p> |
| F3.9.1 | <p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <p><i>Where there is a discrepancy between the amounts in figures and in words, <u>the amount in words shall govern.</u></i></p> <p><i>If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the line item total shall govern and the rate shall be corrected.</u> Where there is an obviously gross misplacement of the decimal point in the unit rate, <u>the line item total</u> as quoted shall govern, and the unit rate will be corrected.</i></p> <p><i>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 a bills of quantities applies) to achieve the tendered total of the prices.</i></p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.</p> |
| F3.11 | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

**APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE
PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF
(3) THREE YEARS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T1.3

Standard Conditions of Tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex F

(Normative) Standard Conditions of Tender

- Note: 1 These Standard Conditions of Tender are identical to that contained In Annex F of SANS 294: 2004, *Construction Procurement Processes, Procedures and Methods*.
- 2 Annex E of SANS 294, *Construction Procurement Processes, Procedures and Methods*, and SAICE's Practice Manual #1, *The use of South African National Standards in Construction Procurement*, provide guidance on referencing these Standard Conditions of Tender in procurement documents.

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

a) Comparative offer means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

b) 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

c) 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 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.

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| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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.2 Tenderer's obligations

F.2.1 Eligibility

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.2.2 Cost of tendering

Accept that 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 satisfy 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.

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@) 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might 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.

F.2.10.2 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 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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 a tender offer 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.

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 in Mack 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.2.14 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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 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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 clarification

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.3.2 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 seven 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, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 advice 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 Nondisclosure

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.

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) Detrimently affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern.

b) If bills of quantities (or schedule of quantities or schedule of rates) 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.

c) 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.

F.3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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 it using the tender evaluation method that is indicated in the Tender Data and described below:

| | |
|--|---|
| Method 1 : Financial offer | 1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so. |
| Method 2 : Financial offer and preferences | 1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. [5) 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. |
| Method 3 : Financial offer and quality | 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) 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. |
| Method 4 : Financial offer, quality and preferences | 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) 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. |

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.11.2 Scoring Financial Offers

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

| N_{FO} | = $W_1 \times A$ where: | | |
|----------|---|-----------------------------------|---------------|
| N_{FO} | = the number of tender evaluation points awarded for the financial offer. | | |
| W_1 | = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data. | | |
| A | = 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 | $A = (1 + \frac{(P - P_m)}{P_m})$ | $A = P / P_m$ |
| 2 | Lowest price or percentage commission/fee | $A = (1 - \frac{(P - P_m)}{P_m})$ | $A = P_m / P$ |

Where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring for B-BBEE

| 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

EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

The Lepelle-Nkumpi Municipality will consider no Bid unless it meets the following responsiveness criteria:

- **Pre-qualification criteria for preferential procurement**

1) That only one or more of the following tenders may respond

- An EME or QSE
- A tenderer who fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable bidder

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Tax Compliance Pin/ CSD number must be completed in MBD form 1
- Bid documents must be completed in full
- **All pages must be initialized or signed**
- Alterations must be signed/initialized
- Copy of the company registration certificate must be submitted with the bid.
- Copy of BBBEE Certificate or original sworn affidavit must also be attached
- Certified copy of Identity document (ID) of all director (s) must be attached
- Proof of professional indemnity insurance
- Director must be registered with ECSA as professional/candidate in the category they are tendering for and a certified copy of the certificate to be attached.(in case of more than one director, the directors registered with ECSA should hold more than 50% shares and a share certificate must be attached).
- Technical approach and methodology.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Complies with the requirements of the bid and technical specifications.
- Bidders to attach Authority for signatory in company letterhead -attach resolution
- Adheres to Pricing Instructions(e.g. Providing lump sums on quantified items in the BOQ)
- Letter of good standing from Department of Labour.
- THE USE OF CORRECTION FLUID (TIPPEX) WILL AUTOMATICALLY INVALIDATE YOUR BID
- Bidders must attach the Statement of Municipal Rates on the municipality letterhead not older than 3 months for the company and all directors (if the Statement of Municipal Rates is not in the name of bidder and all directors affidavit from SAPS must be attached) or letter from Traditional Authority not older than 3 months for the company and all directors or a lease agreement for the company and all directors.
- The bid will be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality or Municipal entity, or to any other Municipality or Municipal entity are in arrears for more than three months (90 days)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- **Recovery of rates in arrears from tenants and occupiers**

- (1) If an amount due for rates levied in respect of a property is unpaid by the owner of the property after the date determined in terms of section 26(2), the municipality may recover the amount in whole or in part from a tenant or occupier of the property, despite any contractual obligation to the contrary on the tenant or occupier. The municipality, may recover an amount only after the municipality has served a written notice on the tenant or occupier.
- (2) The amount a municipality may recover from the tenant or occupier of a property in terms of subsection (1) is limited to the amount of the rent or other money due and payable, but not yet paid, by the tenant or occupier to the owner of the property.
- (3) Any amount a municipality recovers from the tenant or occupier of the property must be set off by the tenant or occupier against any money owed by the tenant or occupier to the owner.
The tenant or occupier of a property must, on request by a municipality, furnish the municipality with a written statement specifying all payments to be made by the tenant or occupier to the owner of the property for rent or other money payable on the property during a period determined by the municipality Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached (Not older than 3 months).

- **SPECIAL CONDITIONS**

- Certified copy of BBBEE Certificate or original sworn affidavit must also be attached.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. Functionality – Phase Two (100 points allocation)

The bidders who complied administratively are considered for further evaluation on ability to execute the project. The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified.

| Functionality | Points Allocation |
|---|---|
| <p>Company Experience for professional services in Electrical engineering Projects (Certified copy of appointment letters and letter of recommendation (letter of recommendation must be on client letterhead and stamped) (Appointment letters for panels of consultants do not Qualify)</p> <ul style="list-style-type: none"> - One (1) appointment letter and letter of recommendation = 5 points - Two (2) appointment letter and letter of recommendation = 10 points - Three (3) appointment letter and letter of recommendation = 15 points - Four (4) appointment letter and letter of recommendation = 20 points - Five (5) appointment letter and letter of recommendation = 25 points - Six (6) appointment letter and letter of recommendation = 30 points - Six (7) appointment letter and letter of recommendation = 35 points - Six (8) appointment letter and letter of recommendation = 40 points <p>Total Point for civil and building Category</p> | <p>(Max 40)</p> <p>40 Points</p> |
| <p>Management and key Staff Certified copy of Qualifications to be attached</p> <ul style="list-style-type: none"> • Project Engineer <ul style="list-style-type: none"> - Professional Engineering Technologist (Pr Tech Eng) or Professional Engineer (Pr Eng) 28 - Professional Engineering Technician (Pr Techni – min 3 years as professionally registered person) 26 - Professional Engineering Technician (Pr Techni – min 1-2 years as professionally registered person) 22 • Resident Engineer (Max 22) <ul style="list-style-type: none"> - Technical Diploma (N dip) University of Technology 10 - Degree (B-Tech, B Eng ,B sc Civil) University or University of Technology 15 - Professional registration ECSA/SACPCMP (Pr. Techni, Pr CPM. Pr CM. Pr. Tech ,Pr. Eng) 22 <p>Total Point</p> | <p>(Max 28)</p> <p>28</p> <p>26</p> <p>22</p> <p>(Max 22)</p> <p>10</p> <p>15</p> <p>22</p> <p>50 Point</p> |
| <p>Company registration with CESA:</p> <ul style="list-style-type: none"> • Registration with CESA <p>Maximum Points to score.</p> | <p>10</p> <p>10 Points</p> |

Witness 2

| | | |
|--|--------------------------------|------------|
| | Total Points Achievable | 100 |
| | Minimum Score required | 80 |

The bidder is expected to score a minimum of 80 points in order to be evaluated further

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

F.3.13.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice Of acceptance, notify other tenderers that their tender offers have not been accepted.

F.3.15. Prepare contract documents

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,
- c) Other revisions agreed between the employer and the successful tenderer, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of Offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS

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PART T2

LIST OF RETURNABLE DOCUMENTS

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

RETURNABLE DOCUMENTS

INDEX

| Section | Description | Page No |
|-----------|---|---------|
| PART T2.1 | LIST OF RETURNABLE DOCUMENTS AND RETURNABLE SCHEDULEST2.1-1 | |

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2.1

LIST OF RETURNABLE DOCUMENTS AND RETURNABLE SCHEDULES

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE
PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD
OF (3) THREE YEARS

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1-2

FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. **Name of Enterprise:**
2. **VAT Registration number, if any:**.....
3. **CIDB Registration number:**
4. **Particulars of sole proprietors and partners in partnership:**

| Name | Identity Number | Personal Income Tax Number |
|------|-----------------|----------------------------|
| | | |
| | | |
| | | |
| | | |

* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

5. Particulars of companies and close corporations:

Company Registration Number:

Close Corporation Number :

Tax reference Number :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. 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 stakeholder 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:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of Directors of any Municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ 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 an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

| Name of sole proprietor, partner, director, manager or principal stakeholder or stakeholder | Name of Institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|---------------------------|
| | | Current | Within the last 12 months |
| | | | |
| | | | |

Name of Tenderer :

Date :

Signature :

Position :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Full name of signatory :

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Shareholders register

3. For Joint Venture Agreements

Copy of the Joint Venture Agreement between all the parties, as well as the documents in (1) or (2) of each Joint Venture member.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| | Date | Title of Details |
|--|------|------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|---|---------|---|
| Lead Partner: CIDB Reg No: | | Signature: Name: Designation: |
| CIDB Reg No: | | Signature: Name: Designation: |
| CIDB Reg No: | | Signature: Name: Designation: |
| CIDB Reg No: | | Signature: Name: Designation: |
| CIDB Reg No: | | Signature: Name: Designation: |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED
ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF
SIGNATORY ON COMPANY LETTERHEAD**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1-8

FORM E SCHEDULE OF PREVIOUS EXPERIENCE

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

| Description | Value (R) VAT excluded | Year(s) work executed | Reference | | |
|-------------|---------------------------|-----------------------------|-----------|--------------|--------|
| | | | Name | Organisation | Tel no |
| | | | | | |
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Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. **This information is material to the award of the Contract.**

| Description | Value (R) VAT excluded | Date Appointed | Reference | | |
|-------------|---------------------------|-------------------|-----------|--------------|--------|
| | | | Name | Organisation | Tel no |
| | | | | | |
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Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I PROPOSED KEY PERSONNEL

Please list the personnel that you intend to appoint on this contract.

| DESCRIPTION | Name of Full time member | Staff to be appointed on this contract | |
|------------------|---------------------------------|--|-----------------------------------|
| | | No of Full Time employment | No of Part Time employment |
| Contract Manager | | | |
| Site Agent | | | |
| Clerk | | | |
| Foreman | | | |
| Material | | | |
| Surveyor | | | |
| Operators | | | |
| Supervisor | | | |
| Labourers | | | |
| Other | | | |
| 1. | | | |
| 2. | | | |

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J SCHEDULE OF PLANT AND EQUIPMENT

| 1. TRENCH EXCAVATION | NUMBER OF UNITS OWNED BY CONSULTANT | NUMBER OF UNITS ALLOCATED TO THIS CONTRACT | |
|---------------------------|---|---|-------|
| | | OWNED | HIRED |
| | | | |
| | | | |
| 2. EARTH MOVING EQUIPMENT | | | |
| | | | |
| | | | |
| 3. CONSTRUCTION EQUIPMENT | | | |
| | | | |
| | | | |
| 4. TRANSPORT | | | |
| | | | |
| | | | |

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K SCHEDULE OF PROPOSED SUB-CONSULTANTS

| NAME OF SUB-CONSULTANT | FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONSULTANT |
|------------------------|--|
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Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L FINANCIAL REFERENCES

FINANCIAL STATEMENTS

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

DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference: you are also required to attach a financial reference letter stating bank rating from your financial institution,

| | | | | | | | | | | |
|--|---|------------|--------------------------|-------------|--------------------------|--------------|--------------------------|---------------------|--------------------------|-----------------------------|
| BANK NAME | | | | | | | | | | |
| ACCOUNT NAME : (e.g. ABC Civil Construction cc) | | | | | | | | | | |
| ACCOUNT TYPE : (e.g. Savings, Cheque etc) | | | | | | | | | | |
| ACCOUNT NO | | | | | | | | | | |
| ADDRESS OF BANK | | | | | | | | | | |
| CONTACT PERSON | | | | | | | | | | |
| TEL. NO. OF BANK / CONTACT | | | | | | | | | | |
| How long has this account been in existence: | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 10%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> | 0-6 months | <input type="checkbox"/> | 7-12 months | <input type="checkbox"/> | 13-24 months | <input type="checkbox"/> | More than 24 months | <input type="checkbox"/> | (Tick which is appropriate) |
| 0-6 months | <input type="checkbox"/> | | | | | | | | | |
| 7-12 months | <input type="checkbox"/> | | | | | | | | | |
| 13-24 months | <input type="checkbox"/> | | | | | | | | | |
| More than 24 months | <input type="checkbox"/> | | | | | | | | | |

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M MBD 3.1 – 3.2

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder Bid Number
Closing Time Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION **(ALL APPLICABLE TAXES INCLUDED) | BID PRICE IN RSA CURRENCY |
|----------|----------|--|---------------------------|
|----------|----------|--|---------------------------|

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery

*Delivery: Firm/Not firm

- Delivery basis

3

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

| | |
|---------------------|--------------------|
| Name of Bidder..... | Bid number..... |
| Closing Time | Closing Date |

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

- Required by:
- At:
- Brand and model.....
- Country of origin.....
- Does the offer comply with the specification(s)? *YES/NO
- Period required for delivery.....
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person
connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**
any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Income Tax Reference Number | State Number / Employee Persal Number |
|-----------|-----------------|--------------------------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

MBD 5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

- 1 Are you by law required to prepare annual financial statements for auditing? *YES/NO
- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

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

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

- 2.2 If yes, provide particulars.

.....
.....

* Delete if not applicable

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES/NO

- 3.1 If yes, furnish particulars

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

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES/NO

- 4.1 If yes, furnish particulars

.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1-20

CERTIFICATION

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 6.1

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for 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, 2017.

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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed/ **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

| | POINTS |
|---|--------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-Consultant.....
- The B-BBEE status level of the sub-Consultant.....
- Whether the sub-Consultant is an EME or QSE

(*Tick applicable box*)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| |
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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

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|-----------------|-----------------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8.9 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the Consultant 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 contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or Consultant, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

| |
|--|
| <p>WITNESSES</p> <p>1.</p> <p>2.</p> |
|--|

| |
|---|
| <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> |
| <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p> |

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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

MBD 7.2

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 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 fulfillment 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

WITNESSES

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 asaccept your bid under reference numberdated.....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.

| <i>DESCRIPTION OF SERVICE</i> | 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 |
|-------|---|---------------------------------|--------------------------------|
| | <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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | | | |
|-------------|---|---------------------------------|--------------------------------|
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 consortium³ 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
 - (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.

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

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

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS

C. THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 OHS

END OF SECTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1.1

Form of Offer and Acceptance

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

.....

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the 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

.....N/A.....
..... Rand (in words); RN/A..... (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 Consultant in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature of Witness

Name

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 Consultant the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall within two weeks 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 at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Consultant) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature of Witness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, 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 change 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.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organization)

Name & Signature of Witness

Name

Date

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature of Witness

Name

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

**APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE
PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF
(3) THREE YEARS**

PART C1.2

Contract Data

| | | | | | |
|------------|-----------|-----------|----------|-----------|-----------|
| | | | | | |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works third Edition, 2015*, published by the South African Institution of Civil Engineering. Private Bag x200, Halfway House, 1685. Is applicable to this contract and is obtainable from www.saice.org.za.

The following contract specific data, referring to the General Condition of Contract for Construction Works, third Edition, 2015, are applicable to this contract:.

PART 1: Data provided by the Employer

| Clause | Data |
|-----------------------------------|--|
| 1.1.1.1.13 | The Defects Liability Period is 12 months. |
| 1.1.1.1.15 | The Name of the Employer is Lepelle-Nkumpi Local Municipality |
| 1.1.1.1.26 | Pricing Strategy is fixed Contract . |
| 1.2.1.2 | The address of the Employer is: Private Bag x07 CHUENESPOORT, 0745 Telephone: 015 633 4500 Facsimile: 015 633 6896 |
| 1.1.1.16 1.2.1.2 | The address of the Employer is: Private Bag x07 CHUENESPOORT, 0745 Telephone: 015 633 4500 Facsimile: 015 633 6896 |
| 5.3.1 | The documentations required before commencement with works execution are: Professional indemnity insurance. |
| 5.3.2 | The time to submit documentation required before commencement with works execution is 14 days. |
| 5.8.1 | The non-working days are Sundays and the special non-working days are official builder's holiday plus all statutory public holidays. The year-end break commences on 17 th December and the first Monday of the subsequent year. |
| | |
| 5.13.1 | The penalty for failing to complete the works is 0.05% of the total contract value per calendar day . |
| 6.10.3 | The limit of retention money is 05 % of the contract value.` |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| | |
|----------------|--|
| 8.6.1.3 | The indemnity for liability insurance shall be applicable. |
| | The Works shall be completed within thirty six (36) Months. |

PART 1: DATA PROVIDED BY THE CONSULTANT

The Consultant is advised to read the *General Conditions of Contract for Construction Works (2010)*^{2nd Edition}, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

| Clause | Data |
|----------------|------------------------------------|
| 1.1.1.9 | The Consultant is: |
| | Name: |
| 1.2.1.2 | The Address of the Consultant is: |
| | Address (physical): |
| | Address (postal): |
| | Telephone: Facsimile: |
| | E-mail: |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



CONTRACT NO. LNM064/2020/21

**APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE
PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF
(3) THREE YEARS**

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PART C1.3

Contract Data

Annexure A: Form of Guarantee

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GUARANTEE FOR EXECUTION OF THE CONTRACT

Employer : **Lepelle-Nkumpi Local
Municipality
P/BAG X07
CHUENESPOORT
0745**

Consultant :

.....

.....

.....

.....

Amount of Guarantee: To be equal to 10 percent of the Tender Sum

I/WE the undersigned, duly acting on behalf of the Company that is described below, do hereby bind the said Company to the Employer that is described above, as surety or co-principal debtor *in solidum* for the due performance, fulfilment and completion of the Contract by the Consultant that is described above, and we hereby undertake, on behalf of the Company to pay on demand at the above mentioned address

- any loss or damage which the Employer may sustain
- as well as any penalties or claims and legal costs to which the Employer may become entitled by reason of the non-fulfilment or breach of the terms of the Contract by the Consultant

always provided that the liability of the Company under this guarantee shall not exceed the guaranteed amount that is described above.

On behalf of the Company I/we do hereby renounce all benefits from the legal exceptions *non numeratae pecuniae, non causa debiti excussionis et divisionis* and all other exceptions which might or could be pleaded against the validity of this guarantee, the meaning whereof we declare ourselves to be fully acquainted with.

On behalf of the Company, I/we do hereby agree that this guarantee shall be irrevocable and shall remain in full force and effect during the term of the Contract, either until the date of issue of a Certificate of Completion for the whole or the final portion of the Works by the Engineer, or until any liability of the Consultant which has arisen before such date in terms of the Conditions of Contract has been satisfied, whichever is the later.

I/we do further agree and declare

- that all admissions and acknowledgements of indebtedness by the Consultant shall be binding on the Company,
- that the indebtedness of the Consultant to the Employer shall at all times be determined and proved by a written certificate of the Chief Executive Officer, or by any other person acting in such capacity,
- 0
- that such certificate shall be binding on the Company and shall be conclusive proof of the amount of the Company's indebtedness, and that such certificate annexed to this guarantee will be valid as a liquid document against the Company in a competent court in the Republic of South Africa,
- that the Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the Contract, and/or to agree to any modifications, variations or alterations to the Works, or to any extensions of the Due Completion Date for the Works under the Contract, and that the rights of the Employer under this guarantee shall in no way be prejudiced nor the liability of the Company be in any way reduced by reason of any steps or concessions which the Employer may take, make, give, concede or agree to under the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- that the Employer shall be entitled, without prejudice to any of its rights under this guarantee, to give time to and compound with, release from liability or to make any other arrangement with the Consultant, its assigns, its liquidators or its judicial managers, and that any such actions shall not exonerate the Company from any portion of its liability under this guarantee.
- this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company: _____

The Company chooses as its *domicilium citandi et executandi*, and for the purpose of the service of any notices and legal processes the following address:

Address to be entered _____

THUS DONE AND SIGNED AT _____ **on** _____ **20**_____.

On behalf of the Company _____

In his capacity as _____

On behalf of the Company _____

In his capacity as _____

In the presence of the following witnesses:

Witness No 1:

Name

Signature

Witness No 2:

Name

Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

**APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE
PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF
(3) THREE YEARS**

PART C2

Pricing Data

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2: PRICING DATA

CONTENTS

| | PAGE |
|--------------------------------------|-------------|
| C2.1 Pricing Instructions | C2.1-1 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2.1

Pricing Instruction

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRICING INSTRUCTIONS

1. Total fees including traveling, supervision, printing etc. but excluding sub-consultants fees will be capped at 15% of the project value.

| | | | | | |
|-------------|-------------|-------------|-------------|-------------|-------------|
| <div></div> | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

LEPELLE-NKUMPI LOCAL MUNICIPALITY



CONTRACT NO. LNM064/2020/21

APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS

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PART C3.1 Description of Works

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 MISCELLANEOUS

The Project Specifications form an integral part of the Contract Documents and supplement the Standard Specifications.

C3.1.2 The scope of work is as follows:

The design and supervision of electrical engineering related projects within the municipality for a period of 36 months.

- Planning, Studies, Investigations and Assessments
- Normal Services
 - Stage 1 –Inception
 - Stage 2 – Concept and Viability (also termed Preliminary Design)
 - Stage 3 – Design Development (also termed Detail Design)
 - Stage 4 – Documentation and Procurement
 - Stage 5 – Contract Administration and Inspection
 - Stage 6 – Close-Out
- Additional Services (The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered)

ContractorWitness 1Witness 2EmployerWitness 1Witness 2



CONTRACT NO. LNM064/2020/21

**APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL SERVICE PROVIDERS
ELECTRICAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF (3) THREE YEARS**

SPECIAL CONDITIONS OF CONTRACT

1. Consideration will only be given to consultants with a contact person specializing in the listed categories, and also with **relevant professional registration status**.
2. A contact person for the firm must be a professionally registered person in the employment of the firm or company.
3. **The appointment will be subject to the availability of a relevant professional person in the Limpopo office. Upon allocation of work, the service provider will be required to establish offices within Limpopo within thirty (30) days from the date of notification and availability of the relevant professional person in the office. Failure to comply will result in the withdrawal of the allocated work/service.**
4. Verifications of offices and all submitted documents will be conducted for all firms/companies that are allocated work/services.
5. Audits may be conducted from time to time to verify the information submitted in the application forms. Any inconsistency, if not reported to Lepelle Nkumpi Local Municipality, will constitute false declaration and thus lead to termination.
6. Only one bid document with attachments per firm/consultancy can be submitted and not for each and every branch/office.
7. Any changes in key technical personnel (due to resignations, transfers, replacements, etc.) should be reported to Lepelle Nkumpi Local Municipality in order to record the changes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. The allocation of work/services to be rendered will be on the basis of as and when the need arises.
9. The categories concerned with this advertisement are as follows:
 - Electrical Engineering.

Please Note: Water and sewer reticulation projects will not be forming part of the scope of work

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NUMBER: LNM064/2020/21

**BID DESCRIPTION: APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL
SERVICE PROVIDERS FOR ELECTRICAL ENGINEERING RELATED
SERVICES FOR THE PERIOD OF (3) THREE YEARS****BID SPECIFICATIONS**

- Only professionals listed in the streams below are required to submit their bids.
- A relevant registered professional means a person specializing in the categories listed below.

| | | |
|---|-------------------------------|--|
| 1 | Electrical Engineering | |
| | | |

1. The capacity of a firm or consultancy, in terms of technical personnel, skills and other resources will play a role in the allocation of work.
2. Abridged CVs (max 4 pages) of all technical personnel must be attached in the relevant section provided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2