



MAKHUDUTHAMAGA LOCAL MUNICIPALITY

CONTRACT No: LIM473/MAMATSHEKELE-MOLOI/22/23/058

MAKHUDUTHAMAGA LOCAL MUNICIPALITY REQUESTS PROPOSALS FOR APPOINTMENT OF ELECTRICAL ENGINEERING CONTRACTOR FOR THE DESIGN PHASE TO COMMISSIONING PHASE (TURN-KEY CONTRACT) OF THE INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMATSHEKELE TO MOLOI

CIDB class grading 6 EP or Higher

ISSUED BY:	PREPARED BY:
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NAME OF BIDDER	
BID AMOUNT	
TEL NUMBER	
FAX NUMBER	



EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTING TO A NATION AT WORK

TENDER DOCUMENT

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE RULES OUTLINED BELOW

A bid not complying with the requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation and regulations, in terms of which provision is made for this policy.

In this document and other documents referred to but not attached, the following words are synonymous with each other.

- a. CLIENT, EMPLOYER, MAKHUDUTHAMAGA LOCAL MUNICIPALITY, MUNICIPALITY
- b. BID, TENDER AND VARIATIONS THEREOF
- c. JOINT VENTURE / CONSORTIUM
- d. TENDERER, BIDDER, CONTRACTOR

FULL DESCRIPTION OF THE TENDER

MAKHUDUTHAMAGA LOCAL MUNICIPALITY would like to appoint a competent service provider registered on the national Central Supplier Database, for the **installation of 24 km of 22 kv line from Mamatsekele to Moloi (turnkey)**

1. RULES FOR BIDDING

BY SUBMITTING THE BID THE BIDDER UNDERTAKES TO ABIDE BY THE TERMS AND CONDITIONS OF THIS TENDER INCLUDING BUT NOT LIMITED TO THE FOLLOWING RULES:

- 2.1 The bidding entity shall be the same entity that will execute the bid. Any bid found to be fronting for another entity or entities shall be disqualified immediately.
- 2.2 All Bidders submitting bids as part of a consortium or joint venture must submit separate central supplier database reports per each company.
- 2.3 The municipality reserves the right to return late bid submission unopened.
- 2.4 Bidders may not contact the municipality on any matter pertaining to their bid from the time when the bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 2.5 The Bid document must be properly signed by a party having the authority to do so, according to the example of "Authority or Signatory"
- 2.6 Bidders will be disqualified if Municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality or municipal entity, are in arrears for more than three (03) months.
- 2.7 All pages of the Bid document must be fully initialized and or signed by Company Director or any authorised personnel.
- 2.8 If at any time during the project implementation phase the contractor's rates or prices are found to be abnormal, irregular and or not market related among other things, the Engineer may after written approval from the Municipality revise them to a practical or market related rate. The amount on the form of offer will be considered as the final cost of works.
- 2.10 Bidders will be disqualified if:
 - 2.10.1 Any bidders who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after a reasonable written notice was given to that bidder that performance was unsatisfactory or appears on the register / database of defaulters.

- 2.10.2 They are bankrupt or being wound up, are having their affairs administered by the courts,
 - 2.10.3 Have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - 2.10.4 Are guilty of misrepresentation in supplying the information required in the document as a condition of participation in the procurement procedure or fail to supply this information;
- 2.11 The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
- 2.11.1 Who is in the service of the state, or;
 - 2.11.2 If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - 2.11.3 Who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest?

- 2.12 Bid offers will be rejected if the bidder or any of his/ her directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector and all bids would be subjected to vetting.
- 2.13 Failure by the bidder to disclose with the bid submission any form of conflict of interest including disclosure on a person(s) who is in the service of the state or any immediate blood relative in the service of the state will lead to disqualification.
- 2.14 Bids received by courier services will be considered provided they arrive on time before the due date. Late bids shall neither be accepted nor considered.
- 2.15 Bidders are advised to fully index and attach a table of contents for their attachments.
- 2.16 The municipality will accept bid documents delivered via courier companies and by post.
- 2.17 Tender documents must be submitted in a sealed envelope clearly marked with the project name and number.
- 2.18 Fully completed and signed tender documents must be deposited into the tender box located at Makhuduthamaga Local municipality at the entrance of the main building.
- 2.19 The Municipality is strictly not obliged to appoint the lowest or cheapest bidder.
- 2.20 For all Technical Inquiries Bidders must in writing contact Mr. PA Senong email: senongp@makhuduthamaga.gov.za **seven (7) calendar days** before the due date. Written responses will be posted **five (5) calendar days** before the due date on the Municipal Website.



INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMATSHEKELE TO MOLOI (TURNKEY)

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T. 1

MAKHUDUTHAMAGA LOCAL MUNICIPALITY

T1.1 Bid Notice and Invitation to Bid

Bidders are hereby invited to bid for the following projects:

No.	Project Number	Project Description.	Closing Date.	CIDB Grade
01	LIM473/Mamatshekele-Moloi/22/23/058	Installation of 24 Km of 22 KV line from Mamatshekele to Moloi(Turnkey)	23/05/2023 at 12:00	6EP or Higher
02	LIM473/Dichoueng-Phokwane/23/24/03	Installation of electrical infrastructure at Dichoueng and Phokwane(Turnkey)	23/05/2023 at 12:00	6EP or Higher

The employer is Makhuduthamaga Local Municipality represented by the Municipal Manager.

Bid documents will be obtainable from Makhuduthamaga Local Municipal offices from **20 April 2023 (Mon-Fri from 08:00-14:30)** from the cashiers; at a non-refundable deposit of **R560.00** payable in cash or bank guaranteed cheque. Bid documents can also be downloaded from online service (www.etenders.gov.za) at **no cost**.

Completed and signed tender documents must be sealed in an envelope and marked with the relevant project number and project description and be deposited in the tender box at Makhuduthamaga Local Municipality Offices in Jane Furse before the closing date and time.

No briefing session will be held, Bidders must communicate with the infrastructure unit / SCM for clarity

The municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act. 5/2000 and revised procurement regulation 2022 on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points are for specific goals in terms section 2(1)(d) of the Act. Details of Functionality are in the bid document. Bids will remain valid for 90(ninety) days.

The lowest and any tender will not necessarily be accepted and the Municipality reserves the right not to consider any tender not fully completed. Bidders are required to initial each page of the tender document and sign where necessary.

For enquiries contact:

Supply Chain Unit : **Mr Mothapo KJ - 013 265 8607**
Infrastructure Unit : **Mr Senong PA- 013 265 8737**

MOGANEDI MR
MUNICIPAL MANAGER,
PRIVATE BAG X 434
JANEFURSE 1085

1.2 BID DATA

The **Standard Conditions of Bid** makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Clause number	Data
F.1.1 ACTIONS	The Employer is: The Municipal Manager MAKHUDUTHAMAGA LOCAL MUNICIPALITY No.1 Groblersdal Road Jane Furse 1058
F.1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Name: Senong PA Tel: 013 265 8651
F.2.1 ELIGIBILITY	Companies that fit all the requirements of this bid as specified.
F.2.12 ALTERNATIVE TENDER OFFERS	<i>No alternative bid is to be accepted!</i>
F.2.13.2 SUBMITTING A TENDER OFFER	The <u>whole original</u> bid document, as issued by the Municipality , shall be Submitted. No copies will be accepted. Bids may only be submitted on the Bid documentation issued by the municipality
F.2.14 CLOSING DATE & TIME	DATE: 23/05/2022 TIME : 12H00 It is the responsibility of the tenderer to ensure that their tender is complete and reaches the correct address by the designated deadline. Late, faxed or e-mailed tenders will not be considered.
F.2.15 TENDER OFFER VALIDITY	1. The employer will have up to 90 days (working days) validity period from the closing date within which to consider submitted bids. 2. The successful bidder will have up to 14 days to respond to the service offer.

Clause number	Data
F.1.10 CERTIFICATES AND ATTACHMENTS F.1.11	The bidder is required to attach the following Valid documents to the tender Document: a) The recent up-to-date central supplier data (CSD) registration report detailing all compliance requirements; [Last verified between the advert date and the closing date]; b) The Master registration number or Tax compliance status pin (or valid copy of tax clearance certificate). c) COPY of the statement of municipal rates and taxes for the company or of its directors (not in arrears for more than three (3) months before the closing date), if renting a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months before the closing d) Letter of Good Standing issued by the Department of Labour in respect to the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended). e) CIDB Grading of 6 EP or Higher, joint venture must submit consolidated CIDB f) Occupational Health and Safety letter issued by the Department of Labour Republic of South Africa in respect to the Electrical Installation Regulation Registration 6(4) g) Professional Indemnity Insurance for the Design Engineer's Company. h) Installation Electrician Certificate/ Three phase Wireman's License or Master Electrician License i) Proof of registration with Engineering Council of South Africa (ECSA) for Design Engineer j) Joint venture/consortium agreements (if applicable); k) Submit the above documents (A to E) for each company if bidding as a joint venture; <i>N.B Failure to attach the above mentioned documents will disqualify the bidder from further evaluation</i> The time and location for opening of the bid offers None

OPENING OF BID SUBMISSIONS	MAKHUDUTHAMAGA LOCAL MUNICIPALITY Location: No. 1 Groblersdal Road Jane Furse 1058 Any bid received after the deadline for submission of bids prescribed, will be rejected and/or returned unopened to the Bidder.
F.1.12 TWO-ENVELOPE SYSTEM	A two-envelope procedure will not be followed.
F.1.12.1 ARITHMETICAL ERRORS	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, <u>the rate shall govern and the line item total shall be corrected.</u> c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals. Consider the rejection of a tender offer if the tenderer does not accept the correction of the arithmetical errors in the manner described above.
F.1.13 EVALUATION OF BID OFFERS	The preference procedure for evaluation of responsive bid offers shall be the 80/20 point preference system. - where 80 points will be allocated in respect of price - 20 points will be allocated towards targeted goals - Note: All bids will be evaluated for functionality before the evaluation on 80/20 point system
F.1.13.1 PROJECT DURATION	The project duration of this contract is Five (5) months after approval of contractual documents, accepting of contract and signing a Service Level Agreement with the Municipal Manager.
F.1.14 ACCEPTANCE OF BID OFFER	Bids containing any one or more of the errors or omissions, or bids not having complied with any one of the required bid conditions as detailed in this bid document, shall not be considered and shall automatically be rejected.
F.1.15 PROVIDE COPIES OF THE CONTRACTS	The number of paper copies of the signed contract to be provided by Municipality is one .
ADDITIONAL CONDITIONS APPLICABLE TO THIS BID	The additional conditions of bid are: 1 The Employer may also request that the bidder provide written evidence on the adequacy of financial, labour and other resources for carrying out the Contract. 2 The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations.

	3 The bidder shall be required to complete the Form of Offer and Acceptance (C1.1) and Bills of Quantity. 4 The bid document shall be submitted as a whole and shall not be submitted in parts. 5 List of returnable documents (PART T2) must be completed in full. (i.e.: A bidder's company profile will not be used by the MLM to complete PART T2 on behalf of the bidder) NB: If PART T2 is not completed in full by the bidder, the offer will be rejected.
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The procedure for the evaluation of responsive tenders is **Method 4** (Financial offer, quality and preference)

The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.

$$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$$

Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 100%

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula

$$A = (1 - \frac{P - P_m}{P_m})$$

$W_1 = (1 - \frac{P - P_m}{P_m})$ where the financial value inclusive of VAT of all responsive tenders received have a rand value equal to or below R 50 000 000 as guided by PPPFA 2000 preferential procurement regulations, 2022

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients. etc.)

Minimum Required Score for functionality is: **70 points**

Note: A bidder/s that scores less than **70** points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2022.

The 80/20 point system will be as follows:

Price Assessment	80 Points
TOTAL	80
Preferential Elements	20 Points
Designated Group	Specific Goals
Black People	4
Youth	4
Woman-ownership of more than 50%	2
Small, medium and Micro Enterprises(SMMEs)	4
People with disability	2
Local-within Makhuduthamaga local Municipal jurisdiction	4

A maximum of 20 points may be awarded to a tender for the specific goals specified for the tender

- The points scored by a tender in respect of the specific goals above must be added to the points scored for price
- Only the tender with the highest number of points scored may be selected

Award of contract to bids not scoring the highest number of points

- subject to section 2(1)(f) of the act, the contract must be awarded to the tenderer scoring the highest total number of points in terms of the 80/20 preference point system.
- In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

Evaluation of bids that scored equal points

- In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for specific goals
- In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

Bid Data in detail**F.1 Standard Conditions of the Bid****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 with openness and transparency.

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 of 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.

F.1.4 Communication and employer's agent

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

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

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

F.1.5.2 The employer may not, subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months.

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/ her principals, is not under any restriction to do business with the 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 to satisfy requirements.

It is a term of this bid that the employer is indemnified from any liability arising or accruing from expenses or damages or losses incurred by the bidder including in the event the employer opts to cancel or discontinue the bidding process of this tender.

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.

The distribution of the tender documents is for the sole purpose of obtaining offers. The distribution does not grant permission or licence to use the documents for any other purpose. Tenderers are required to treat the details of all documents supplied in connection with the tender process as private and confidential. All responses to this invitation to tender will be treated in confidence and no information contained therein will be communicated to any third party without the written permission of the tenderer except in so far as is specifically required for the consideration and evaluation of the response or as may be required under law.

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 (5) working days before the closing date stated in the tender data.

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.

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, Value Added Tax (VAT), and other levies payable to the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

F.2.10.2 Provide rates and prices that are fixed for the duration of the contract, payable after delivery, subject to inspection by the Employer.

F.2.10.3 State the rates and prices in South African Rand.

F.2.10.4 The municipality has limited resources and bids must be competitive, with market related pricing, as this will be one of the deciding factors in the final award of the contract.

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 or TIPPEX 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 of 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.

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.

F.2.13.4 Sign the original copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state; which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original package marking the package as “ORIGINAL”

F.2.13.6 Seal the original tender offer package in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.7 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, will 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, facsimile or e-mail.

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), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.19 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 twenty eight (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 (5) 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 (7) 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.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon a formal 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 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the
final

evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

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

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. Detrimentially 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,
- c. Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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 rate shall govern and the total 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 rate shall govern and the tenderer will be asked to revise selected item prices 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/ her 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 METHODOLOGY

- In addition to all items highlighted under Page 2 titled **“Very Important Notice on Disqualifications”**, the municipality shall adjudicate and award tenders in accordance with the Preferential Procurement Policy Framework Act. 5/2000 and the revised procurement regulation with effect 16 January 2023 and on 100 points for functionality and 80/20 points system where 80 points are for the price and 20 points for Municipal specific goals (according to the said legislation). Details of functionality and specific goals are in the bid document.
- Tenders will be evaluated using the 80/20 points allocation system. The total points out of a possible maximum of will be calculated using various formulae to calculate price as well as for preferential procurement.

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/her 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, the employer will publicise a list of successful bidders on the municipal website

F.3.14 Municipality's right to accept or reject any or all Bids

The municipality reserves the right to:

- Accept or reject any bid;
- Annul the tender process and reject all bids at any time prior to contract award;
- Award the contract to one or more bidders; without thereby incurring any liability to the affected Bidder or bidders.
- Accept one or more bids submit.
- Reject all bids submitted.
- Request further information from any bidder after the closing date.
- Cancel this bid or any part thereof any time, or
- Award this bid or any part thereof to any one or more bidders.
- Vary the site or number of sites and/or guards due to operational or budgetary requirements.

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:

- addenda issued during the tender period,
- inclusion of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- 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 within fourteen (14) days 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 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.

4. List of attachments required for Evaluation Purposes

The bidder is required to attach the following **valid documents** to the tender

Document:

- a) The recent up-to-date central supplier database (CSD) registration report detailing all compliance requirements; [Last verified between the advert date and the closing date];
- b) The Master registration number or Tax compliance status pin.
- c) COPY of the statement of municipal rates and taxes for the company or of its directors (not in arrears for more than three (3) months before the closing date), if renting a lease agreement and owner's proof of municipal rates must be submitted (not in arrears for more than three (3) months before the closing date). If the bidder is operating where municipal rates are not applicable, a proof of residence from the traditional authority must be submitted (not older than three (3) months before the closing date).
- d) Letter of Good Standing issued by the Department of Labour in respect to the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended).
- e) CIDB Grading of **6 EP or Higher**, joint venture must submit consolidated CIDB
- f) Occupational Health and Safety letter issued by the Department of Labour Republic of South Africa in respect to the Electrical Installation Regulation Registration 6(4)
- g) Valid Professional Indemnity Insurance for the Design Engineer's Company.
- h) Installation Electrician Certificate/Wire-man's License or Master Electrician License
- i) Proof of registration with Engineering Council of South Africa (ECSA) for Design Engineer
- j) Joint venture/consortium agreements (if applicable);
- k) Submit the above documents (A to E) for each company if bidding as a joint venture;

N.B Failure to attach the above mentioned documents will disqualify the bidder from further evaluation

5. Bid Evaluation guideline

The procedure for the evaluation of responsive tenders is **Method 4** (Financial offer, quality and preference)

The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.

$$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$$

Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 100%

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.7 where the score for financial offer is calculated using the following formula

$$A = (1 - \frac{P - P_m}{P})$$

P_m

$W_1 = (1 - \frac{P - P_m}{P})$ where the financial value inclusive of VAT of all responsive tenders received have a rand value equal to or below R 50 000 000 as guided by PPPFA 2000 preferential procurement regulations, 2022

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 5.11.9 where $W_2 = 100$.

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

5.2 EVALUATION METHODOLOGY

5.2.2 Stages of Evaluation

Guidelines for Evaluation using the Weighting method

- a. Score sheets will be prepared and provided to panel members to evaluate the bids.
- b. The score sheet should contain all the criteria and the weight for each criterion as well as the values to be applied for evaluation as indicated in the bid documents.
- c. Each panel member should after thorough evaluation independently award his / her own value to each individual criterion.
- d. Score sheets should be signed by panel members and if necessary, written motivation may be requested from panel members where vast discrepancies in the values awarded for each criterion exist.

Evaluation on functionality Phase two

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. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

Item	Criterion	Weighting
A	Company relevant experience	25
B	Value of the relevant projects completed(electrification projects)	25
C	Experience of the key staff/design engineer:	15
D	Plant and equipment	5
E	Financial status	10
F	Approach paper which responds of the proposed scope of work/project design and outlines proposed approach/methodology and work plan complete with time frames	20

NB! The minimum cut off points for functionality is 60 points out of 100 points and any bidder scoring less than 60 points will not be considered for further evaluation. Tenderers to submit required information as stated below. Non submission will result in loss of points. Service Providers that qualified pre-evaluation in terms of the functionality cut-off points of 60 points will then be evaluated in terms 80/20 preference point system.

PROJECT NAME:	Maximum Points	Applicable Value System
CAPACITY ANALYSIS		
A .COMPANY RELEVANT EXPERIENCE	25	
(The highest 3 project will be evaluated) Turnkey appointment shall be rewarded on both design and electrification 1) Tenderer scores zero (0) points where no information regarding the company`s relevant past experience indicated.</li> <li>2) Tenderer scores 15 points where information regarding the company`s relevant experience is provided 3) Tenderer scores 25 points where information regarding the company`s relevant experience is indicated, copies of completion certificates. (relevant project list with appointment letter/s) Note: • No 2 –company relevant experience with a minimum three appointments. Amounting to R 6 million. Attach certified copies • No 3 –company relevant experience with a minimum three appointments and also three completion certificates. Amounting to R6 million+. Attach copies.		
B.VALUE OF THE RELEVANT PROJECTS COMPLETED(INSTALLATION OF MV LINE PROJECTS)	25	
(The highest 3 project will be evaluated) 1) Tenderer score zero points where information is not provided 2) Tenderer score 15 points where the value of (3) three completed project/s are more > R6 000 000 < R15, 000,000 and appointment letter as well as well as completion certificates are attached. 3) Tenderer score 20 points where a value of (3) Three completed projects are more > R15, 000,000 < R20, 000,000 and appointment letter as well as well as completion certificates are attached. 4) Tenderer score 25 points where a value of (3) three completed projects are more > R20 000 000 and above and appointment letter as well as well as completion certificates are attached. Note: referees provided, to be contactable to confirm the value and the completion certificates provided. All copies must be certified, the certification must not be older than 3 months of the closing date		

C. EXPERIENCE OF THE KEY STAFF/DESIGN ENGINEER:	15	
1) Key Staff/Design Engineer with at least 11 years+’ experience in Electrical Engineering and must be in possession of BSc. Elec Eng / B-tech Electrical Engineering or Higher and ECSA registered. = 15 points 2) Key Staff/Design Engineer with at least 6 – 10 years’ experience in Electrical Engineering and must be in possession of BSc. Elec Eng / B-tech Electrical Engineering or Higher and ECSA registered. = 10 points 3) Key Staff/Design Engineer with at least 0 – 5 years’ experience in Electrical Engineering and must be in possession of BSc. Elec Eng / B-tech Electrical Engineering or Higher and ECSA registered. = 10 points N.B: Tenderers to submit curriculum vitae and certified copies of Academic qualification certificates for functionality points scoring, otherwise no points will be allocated.		

	Weight	Applicable Value System																					
D.PLANT AND EQUIPMENT	5																						
1) Respondent score zero points where no plant and or equipment ownership or arrangement to hire is indicated 2) Respondent scorer 5 points where the total minimum plant required a letter of intent from an acceptable plant/machinery hire confirming the intent to make the plant available. 3) Respondent scorer 10 points where the total minimum plant/machinery required is indicated with proof of ownership <table border="1"> <thead> <tr> <th>Required Plant</th><th>Points</th><th>Points Claimed</th></tr> </thead> <tbody> <tr> <td>One (1) Crane truck</td><td>2</td><td></td></tr> <tr> <td>One (1) Rock drill truck</td><td>2</td><td></td></tr> <tr> <td>Two (2) 1-ton pick-up</td><td>1</td><td></td></tr> </tbody> </table> Note: Tenderer to submit proof of ownership with certification not older than three months. In the case of hiring, a letter of intent from an acceptable plant/machinery hire must be submitted confirming the intent to make the plant available	Required Plant	Points	Points Claimed	One (1) Crane truck	2		One (1) Rock drill truck	2		Two (2) 1-ton pick-up	1												
Required Plant	Points	Points Claimed																					
One (1) Crane truck	2																						
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Two (2) 1-ton pick-up	1																						
E. FINANCIAL STATUS	10																						
Ability of the tenderer to finance working capital requirements before the first claim is paid by the Client. Score will be based on the Bank Rating submitted by the tenderer obtained for his/her banker. <table border="1"> <thead> <tr> <th>Bank Rating</th><th>Points</th><th>Points Claimed</th></tr> </thead> <tbody> <tr> <td>Bank Rating = F to G</td><td>0</td><td></td></tr> <tr> <td>Bank Rating = E</td><td>2</td><td></td></tr> <tr> <td>Bank Rating = D</td><td>4</td><td></td></tr> <tr> <td>Bank Rating = C</td><td>6</td><td></td></tr> <tr> <td>Bank Rating = B</td><td>8</td><td></td></tr> <tr> <td>Bank Rating = A</td><td>10</td><td></td></tr> </tbody> </table>	Bank Rating	Points	Points Claimed	Bank Rating = F to G	0		Bank Rating = E	2		Bank Rating = D	4		Bank Rating = C	6		Bank Rating = B	8		Bank Rating = A	10			
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F. APPROACH PAPER WHICH RESPONDS OF THE PROPOSED SCOPE OF WORK/PROJECT DESIGN AND OUTLINES PROPOSED APPROACH/METHODOLOGY AND WORK PLAN COMPLETE WITH TIME FRAMES	20																						
Approach Paper and Methodology (20) 1) The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. = 0- 5 points 2) The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed is too generic = 5-10 points 3) The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk is specifically tailored to the																							

critical characteristics of the project. =10 -15 points		
4) Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs =15-25 points		
Total functionality Points	100	

Points	Response	Technical Approach and Methodology
0-5	Poor	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
2-10	Satisfactory	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc is too generic.
10-15	Good	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.
15-25	Very good	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs

6. EVALUATION METHODOLOGY

NOTE: For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous /current clients. etc.)

Minimum Required Score for functionality is: **70 points**

Note: A bidder/s that scores less than **70** points out of 100 in respect of functionality will be regarded as submitting a non-responsive bid and will be disqualified.

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

Final Proposal will be evaluated on the basis of the PPPFA 80/20 point system as presented in the Preferential Procurement Regulations 2022.

The 80/20 point system will be as follows:

Price Assessment	80 Points
TOTAL	80
Preferential Elements	20 Points
Designated Group	Specific Goals
Black People	4
Youth	4
Woman-ownership of more than 50%	2
Small, medium and Micro Enterprises(SMMEs)	4
People with disability	2
Local-within Makhuduthamaga local Municipal jurisdiction	4

A maximum of 20 points may be awarded to a tender for the specific goals specified for the tender

- The points scored by a tender in respect of the specific goals above must be added to the points scored for price.
- Only the tender with the highest number of points scored may be selected

Award of contract to bids not scoring the highest number of points

- (a) subject to section 2(1)(f) of the act, the contract must be awarded to the tenderer scoring the highest total number of points in terms of the 80/20 preference point system.
- (b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

Evaluation of bids that scored equal points

- (a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for specific goals
- (c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.

**ELECTRIFICATION OF HOUSEHOLDS AT SETLABOSWANA AND MOHWELERE
(ON TURNKEY)**

ART T2 LIST OF RETURNABLE DOCUMENTS

The bidder must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID
EVALUATION PURPOSES
- T2.2 OTHER DOCUMENTS REQUIRED FOR BID
EVALUATION PURPOSES
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED
IN THE CONTRACT
- T2.4 OTHER DOCUMENTS THAT WILL BE INCLUDED IN
THE CONTRACT

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the bid.

All the documents indicated on Part T1 must be completed and signed where applicable and submitted as a **complete set of documents**.

T2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES**CONTENTS**

FORM 2.1.1: SIZE OF ENTERPRISE AND CURRENT WORKLOAD

FORM 2.1.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURE (WHERE APPLICABLE)

FORM 2.1.3: SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

FORM 2.1.5: FINANCIAL REFERENCES

FORM 2.1.6: DETAILS OF ALTERNATIVE BIDS SUBMITTED

FORM 2.1.7: AMENDMENTS & QUALIFICATIONS BY BIDDER

[PLEASE NOTE: IT IS COMPULSORY FOR ALL FORMS TO BE COMPLETED. WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE. ANNEX SIGNATURE EVEN IF YOU WROTE N/A]

FORM 2.1.1 SIZE OF ENTERPRISE AND CURRENT WORKLOAD [please attach Annual report for the Previous financial year]

a) Total Turnover in the previous financial year? R_____

c) Estimated turnover for current financial year? R_____

List your current contracts (IF ANY) and obligations [maximum]:

Description	Location	Value (R)	Start date	Duration	Expected completed date

FORM 2.1.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURE [WRITE N/A IF NOT APPLICABLE]

PLEASE ATTACH A CERTIFIED COPY OF THE CERTIFICATE

FORM 2.1.3 SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

Give a minimum of two (2) names and telephone numbers and e-mail address per reference. Please provide latest contact details.

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	_____ _____			
	_____ _____			
	_____ _____			

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	_____ _____			
	_____ _____			
	_____ _____			

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	_____ _____			
	_____ _____			
	_____ _____			

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD
	_____ _____			
	_____ _____			
	_____ _____			

CLIENT NAME AND PLACE WHERE PROJECT WAS IMPLEMENTED	TEL NO & EMAIL ADDRESS	DESCRIPTION OF WORK	CONTRACT VALUE (R)	DURATION CONTRACT PERIOD

FORM 2.1.4**SCHEDULE OF PROPOSED SUB-CONTRACTORS****[IF NOT WRITE N/A ACROSS THE TABLE]**

Provide details on all sub-contractors you intend utilising for this contract

Type of work to be used for	a % of contract	Name of sub-contractor	b % HDI ownership	c = a x b Total contribution to HDI ownership
Total % of contract sub-contracted		Total contribution of HDI ownership:		

FORM 2.1.5 FINANCIAL REFERENCES**FINANCIAL STATEMENTS (delete which is not applicable)**

I/We _____ (name of authorized representative

Confirm that we have attached audited copy of annual financial statements together with my/our Directors' and Auditors' report.

DETAILS OF BIDDING ENTITY'S BANK

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/ We hereby authorise the Employer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO BIDDER
Name of bank	
Contact person	
Branch name & code	
Street address	
Bank Telephone number	()
Account number	
Type of account, (i.e. cheque account)	

Attach Bank letter with Company Bank Rating

FORM 2.1.6 DETAILS OF ALTERNATIVE BIDS SUBMITTED
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid.

DESCRIPTION

FORM 2.1.7 AMENDMENTS AND QUALIFICATIONS BY BIDDER
[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]

See condition of bid

Attach additional information on a separate sheets and initial all of them

PAGE	DESCRIPTION

**THE INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMATSHEKELE TO
MOLOI (TURNKEY)**

T2.2 OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

CONTENTS

T2.2 MBD FORMS CHECKLIST

☐

MBD 1: INVITATION TO BID AND TERMS AND CONDITIONS FOR BIDDING

☐

MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

☐

MBD 3.1: PRICING SCHEDULE – FIRM PRICES

☐

MBD 4: BIDDER'S DISCLOSURE

☐

MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION

☐

MBD 6.1: PREFERENCE POINTS CLAIM FORM

☐

MBD 7.1: CONTRACT FORM – PURCHASE OF GOODS / WORKS

T2.2 A MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	LIM473/Mamatshekele-Moloi/22/23/058	CLOSING DATE:	22/05/2023	CLOSING TIME:	12:00
DESCRIPTION	INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMATSHEKELE TO MOLOI(TURNKEY)				
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)

Tender Box at the Makhuduthamaga Local Municipality Offices, foyer Makhuduthamaga Local Municipality, Jane Furse, Limpopo					
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:	

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ 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	Supply chain	Technical Services	
CONTACT PERSON	Mr Mothapo KJ	Mr P Senong	
TELEPHONE NUMBER	(013) 265 8607	(013) 265 8651	
FACSIMILE NUMBER	(013) 265 8625	(013) 265 8625	
E-MAIL ADDRESS	mothapokj@makhuduthamaga.gov.za	senongp@makhuduthamaga.gov.za	

PART B**TERMS AND CONDITIONS FOR BIDDING**

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ 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:

T2.2 B MBD 2**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

T2.2 C MBD 3.1

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	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		
-	At:		
-	Brand and Model	(if applicable)	
-	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		

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

T2.2 D MBD 4.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

T2.2 E MBD 5**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. ***YES / NO**

.....

* 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

.....

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

MBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response

to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for the 80/20 preference point system.

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

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	4	
Youth	4	
Woman-ownership of more than 50%	2	
Small, Medium and Micro Enterprises(SMMEs)	4	
People with disability	2	
Local-within Makhuduthamaga Local Municipality Jurisdiction	4	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any

organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

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

T2.2 H MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of 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);
 - Technical Specification(s);
 - 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity
as.....

accept your bid under reference numberdated.....for
the supply of

goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms
and conditions of the contract, within 30 (thirty) days after receipt of an invoice
accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL ST

\

WITNESSES

1.

2.

DATE

THE INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMATSHEKELE TO MOLOI**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT****CONTENTS****FORM 2.3.1 RECORD OF ADDENDA TO BID DOCUMENTS****[WRITE N/A ACROSS THE TABLE IF NOT APPLICABLE]**

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

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

Attach additional pages if more space is required.

[PLEASE SIGN BELOW FOR THE BIDDING COMPANY]

Signature of Authorized person: _____ Date: _____

Name of authorized person: _____ Position: _____

PART T3: TENDER SPECIFICATIONS

7. FULL DESCRIPTION OF THE TENDER

MAKHUDUTHAMAGA LOCAL MUNICIPALITY would like to appoint a competent service provider registered on the national Central Supplier Database for the **THE INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMATSHEKELE TO MOLOI**

C3.1 SCOPE OF WORK

The scope of the project entails **THE INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMATSHEKELE TO MOLOI** on a Turnkey Approach not limited to but inclusive the following:

DESCRIPTION OF WORKS

The overall scope of works entails but not limited to the following;

- Establishment of a 22kV feeder bay at Mamatsekele substation
- Build 24km Hare line from Mamatsekele substation to pole number JGC120/5/3/10/29
- Create a N/O at pole number JGC120/3
- Build a 100m Mink line from pole number JGC120/5/3/10/36 to pole number JGC169/3A/15
- Create a N/O between pole number JGC169 and pole number JGC169/1
- Build a 100m Mink line from pole number JGC198/9 to pole number JGC169/22/1/9/13
- Upgrade the existing 1km Fox line between pole number JGC169/22/1/9/13 up to pole number JGC169/22/1/11 to Mink
- Create a N/O point at pole number JGC190
- Name the feeder Mamatsekele-Ga Moloi and re-number accordingly.
- Liaise with Eskom for Energizing, this includes electrical applications and direct payments of Eskom invoices using Municipal credentials
- Liaise with the community/stakeholders through the ward councillor and the project CLO for the implementation of the project from commencement to completion

1. Work

Specification Notes:

- a) All works should be in accordance with the relevant specified specification (SANS code 10142-1 and SANS 10292 (SABS 0292))
- b) All labour cost shall be included in the quoted rate.

2. Preliminaries

- a) The specific contractor shall supply, deliver and install all relevant electrical apparatus in accordance with the specified wiring code.

- b) All lighting structure must comply with ISO 9001-2000 and SANS Approved and or SABS Compliant.

3. Final site inspection

All installed electrical apparatus and plants will be inspected by a municipal official to authorise and sign off the installation documentation.

4. Payment Processes

The final invoice will be presented to the municipality with a detail report containing all the communication from the municipality and including clients, supporting documentation indicating that the electrification of Fatima village was electrified in accordance with the Municipality's expectation. Failure to provide this information will result in non-payment.

PART C1 PRICING DATA

C1.1 PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Company submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for **THE INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMAT SHEKELE TO MOLOI** and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the stated rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single stated sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The stated rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Rates quoted are fixed and quoted in ZAR currency; and shall not in any way be affected by rand/dollar exchange rate or any currency.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work. Should be quoted in ZAR currency only
Amount	:	The quantity of an item multiplied by the bid rate of the (same) item. Should be quoted in ZAR currency only
Sum	:	An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units. Should be quoted in ZAR currency only

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

No	=	No
%	=	Percentage
Prov Sum	=	Provisional Sum

PART C1.2 Pricing Structure

Item Number	Description	Unit	Quantity	Rate	Total Price
1.	Inception	sum	1		
	Concept and Viability	sum	1		
	Design Development & Documentation	sum	1		
	Contract Administration and Supervision	sum	5 Mths		
	Close-Out	sum	1		
2.	Survey	sum	1		
	OHS Consultancy	Prov.sum	1	R100 000.00	R100 000.00
3.	Establish a 22kV feeder bay at Mamatsekele substation	sum	1		
4.	Build 24km Hare line from Mamatsekele substation to pole number JGC120/5/3/10/29	sum	1		
	Compile and submit EPWP monthly labour reports	Month	5		
	PRELIMINARY ITEMS				
	Site Establishment	sum	1		

	Allow CLO's Salary of R 6 500 per month	Month	5		
	Allow R200 per PSC Members per Site Meeting attended (6 members)	Month	5		
	Application fee with Eskom for Connection.	sum	1		
	Structured training for local labours	Prov.sum	1	R150 000.00	R150 000.00
Total Price Ex VAT:					
Contingency Fee at 0%:					
15% VAT:					
Total Price Including VAT:					

THE INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMATSHEKELE TO MOLOI (ON A TURNKEY)

PART C2 AGREEMENT AND CONTRACT DATA

C2.1 FORM OF OFFER AND ACCEPTANCE

C2.2 CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE [COMPULSORY]

FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

1. OFFER BY THE BIDDING COMPANY

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: THE INSTALLATION OF 24 KM OF 22 KV LINE FROM MAMATSHEKELE TO MOLOI (ON A TURNKEY)

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor 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 BID PRICE INCLUSIVE OF VALUE ADDED TAX

IN WORDS:

(IN FIGURES), R

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

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

FOR AND ON BEHALF ON THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____ Capacity _____

(Bidding Company Name) _____

Name of Witness _____

Signature _____ Date: _____

2. ACCEPTANCE

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

The terms of the contract, are contained in

Part C1 Pricing Data

Part C2 Agreements and Contract Data, (which includes this Agreement)

Part C3 Scope of Work

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

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

FOR THE EMPLOYER: MAKHUDUTHAMAGA LOCAL MUNICIPALITY [TO BE SIGNED BY MUNICIPAL MANAGER]

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature _____

Date _____

2. SCHEDULE OF DEVIATIONS [WRITE N/A IF NOT APPLICABLE]

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid 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 _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER [PLEASE SIGN]:

Signature(s) _____

Name(s) _____

Capacity _____

(Bidder's Name) _____

Name of Witness _____

Signature Date: _____

FOR THE EMPLOYER: MAKHUDUTHAMAGA LOCAL MUNICIPALITY [PLEASE SIGN]

Signature(s) _____

Name _____

Capacity _____

Name of Witness _____

Signature Date _____
