



TSWELOPELE

LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

PROJECT MANAGEMENT UNIT

APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF THREE YEARS IN TSWELOPELE LOCAL MUNICIPALITY

BID NUMBER : SCM/TSW/22/2024-2025

NAME OF THE BIDDER :

ADDRESS :

TELEPHONE NUMBER :

CELLPHONE NUMBER :

FAX NUMBER :

E-MAIL ADDRESS :

B-BBEE LEVEL :

RECEIPT NUMBER :

CLOSING DATE : 19 February 2025

CLOSING TIME : 12:00

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BID NO: SCM/TSW/22/2024-2025: APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF THREE YEARS FROM THE DATE OF APPOINTMENT LETTER IN TSWELOPELE LOCAL MUNICIPALITY

Tenders are invited for the appointment of professional consulting engineers: **APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF THREE YEARS FROM THE DATE OF APPOINTMENT LETTER IN TSWELOPELE LOCAL MUNICIPALITY**

Interested tenderers can obtain a document from Tswelopele Local Municipality's website www.tswelopele.gov.za or etender portal at www.etenders.gov.za, from the 20th of January 2025.

Tenders in sealed envelopes and clearly endorsed:

Tender No **SCM/TSW/22/2024-2025: APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF THREE YEARS IN TSWELOPELE LOCAL MUNICIPALITY**: must be addressed to the Municipal Manager, Tswelopele Local Municipality, and must be placed in the **Tender Box, Tswelopele Local Municipality, 01 Bosman Street, Bultfontein, 9671 not later than 12h00 on 19 February 2025** which Tenders will be opened in public the same day in the offices of the Municipality.

Only tenderers who satisfy the eligibility criteria stated in the Tender Data are eligible to submit tenders. Tenders will be evaluated and adjudicated in line with the Supply Chain Management policy of the Municipality using an 80/20 preference points system.

Tenders will be adjudicated using both functionality and 80/20 preference points and specific goals.

Tswelopele Local Municipality reserves the right to accept a part of a Tender and does not bind itself to accept the lowest and/or any tender. The tender documents must be in a sealed envelope and the Tender must be valid for a period of 90 (Ninety) days after tender closing date. No tenders or copies of Tenders received by facsimile machine, electronic mail or per telegram will be considered. Tenderers attempting to influence the client with regard to the awarding of the tender, after Tender closure, will automatically expose their tenders to rejection.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2022, AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall appoint prospective service providers to be on the Municipality's consultant panel based on their qualifications, capacity and work experience. Prospective bidders must accept that the bid will be adjudicated according to the said legislation. Bids will remain valid for 90 (ninety) days.

Only bidders who are registered with the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of the Professional body.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

Mr LEM Leseane

MUNICIPAL MANAGER

Tswelopele Local Municipality

PO Box 3

Bultfontein

9670

RESPONSIVENESS AND EVALUATION CRITERIA

Tswelopele Local Municipality will not consider bids unless they meet the following criteria:

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- A Valid SARS PIN must be submitted with the bid on or before the closing date and time.
- Suppliers should be registered with Centralised Suppliers Database with National treasury and MAAA number must be included in the bid document.
- Bidders who do not have a Vat registration and are not registered for Vat, must not split the VAT Portion amount from the grand total, for such the Municipality will consider total before Vat as the bidder is not eligible to charge VAT.
- Bid forms must be completed in full and each page of the bid signed or initialized.
- Copy of the company registration certificate must be submitted with the bid on or before the closing date and time of the bid.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted.
- Comply with the requirements of the bid and technical specifications.
- Registered with the relevant professional body (active) in line with the nature of the works to be carried out.
- Adheres to Pricing Instructions
- Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
- The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.
- Bidders should note that they are going to be evaluated on returnables and functionality to be advanced to the next stage, and then post appointment that is when the Municipality will be evaluating preference Points (Price and specified goals) upon allocation of projects.
- Please take note that the returnables will be subjected to verification by the Municipality and fictitious documents may lead to disqualification.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents

submitted and that such documents reasonably reflect the ability of the bidder to provide the goods and services required by the Council.

PLEASE NOTE:

The person who committed a corrupt or fraudulent act during the procurement process or in the execution of the contract.

OR

An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person. **The Municipal Manager may reject that specific bid.**

A bidder will be disqualified if:

- a) municipal rates and taxes or municipal service charges are in arrears for more than three months;
- b) if evident that the bidder did not perform satisfactorily in previous contracts (poor workmanship)
- c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Willfully neglected, defaulted on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

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.

- a) 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 their bids.
- b) 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 issue.
- c) 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.
- d) In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- e) 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.
- f) 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.

APPLICATION FOR TAX CLEARENCE CERTIFICATE

FORM A

BID NUMBER: SCM/TSW/22/2024-2025

.....
.....

BID FOR CONTRACT NUMBER:

I/We, the undersigned:

- a) *Bid to supply and deliver to Tswelopele Local Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Scheduled to this Contract;*
- b) Agree that we will abide by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to abide by those conditions, set out in the Forms, MBD's, SBD's and the annexure attached hereto, should this bid be accepted in whole or in part;
- d) *Confirm that this bid may only be accepted by Tswelopele Local Municipality by way of a duly authorized Letter of Acceptance;*
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed at: **on** **Day of** **in**..... **(Year)**

Signature of the Bidder:

Name of Bidder:

Professional Registration Number, if any, attach proof):

Address:

Date:

As Witness:

Name and Surname :

Name and Surname :

Signature :

Signature :

Particulars of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

(Attach of identity Document, if bidder is a Sole Proprietor and /or in partners partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned I'm/are authorized to enter into this contract of behalf of:

.....
.....

By virtue:

Dated:

(Attach a copy must be attached to this bid)

Signature of the authorized person:

Name of the firm:

Postal address:

As Witness:

Name and Surname :

Name and Surname :

Signature :

Signature :

Please Note:

The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the form provided for that purpose.

Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:

Bank :
Branch :
Branch Code :
Account Number :
Type of Account :

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL MUST BE ATTACHED AND AN ARRANGEMENT MADE WITH COUNCIL MAY BE TAKEN INTO CONSIDERATION.

PLEASE NOTE:

- a) The authorized signatory must sign any alterations of the bid document in full.
- b) All bid documents completed or signed with erasable ink will not be accepted.

BIDDING INFORMATION

Details of person responsible for bidding process

Name :
Contact number :
Address of office submitting bid :
.....
.....
.....
Telephone :
Fax no :
E-mail address :
VAT Number :

Has an original and valid tax clearance certificate been attached? Yes/No

Has a B-BBEE status level verification certificate been submitted? Yes/No

If yes, who issued the certificated?

(Tick applicable box)

- An accounting officer as contemplated in the close corporation (cc) act

☐

- A verification agency accredited by the (SANAS):

☐

- If other, please mention it here:

Are you the accredited representative for the goods, services or works offered here in South Africa?

Yes/No

(If yes, please enclose the proof)

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed/approved on (Day) of (Month) in..... (Year)

Mr. /Ms: Had been duly authorized to sign all documents in connection with the bid for the contract of:

Contract number:

And any Contract, which may arise there from on behalf of:

Signed on behalf of the company :

In his/her capacity as :

Date :

Signature of the signatory :

As Witness:

Name and Surname :

Name and Surname :

Signature :

Signature :

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **“Acceptable bid”** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2022).
2. **“Chairperson”** means the chairperson of the Tswelopele Local Municipality Bid Adjudication Committee.
3. **“Municipal Manager”** means the Municipal Manager of the Tswelopele Local Municipality.
4. **“Committee”** refers to the Bid Adjudication Committee.
5. **“Council”** refers to Tswelopele Local Municipality.
6. **“Member”** means a member of the Bid Adjudication Committee.
7. **“Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
8. **“SMMes”** (Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. **“Contract”** refers to legally binding agreement between Tswelopele Local Municipality and the service provider.
10. **“Bid”** “means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **“Consultant”** means any natural or legal person whose bid has been accepted by the Council.
12. **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
13. **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes: -
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckon exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

1. To supply all or any of the supplies and/or to render all or any of the services described in the attached documents Forms, Schedule(s) and/or Annexure(s) to the Tswelopele Local Municipality.
2. On the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of an incorporated into, this bid).

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

1. The offer herein shall remain binding upon me/us and open for acceptance by the Tswelopele Municipality during the validity period indicated and calculated from the closing time of the bid.
2. This bid and its acceptance shall be subject to the terms and conditions contained in the forms, scheduled(s) and/or Annexure(s) attached herein of which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the form(s), schedule(s) and /or annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Tswelopele Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favorable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favorable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

1. Undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Tswelopele Local Municipality legal costs on an attorney and own client;
2. The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.
3. I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

I/we declare that I/we have participated /not participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved:

1.
2.
3.
4.
5.

General Conditions of Contract

1 DEFINITION

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of component parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, component and machinery and include other related value-adding activities.

- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means that functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **“Supplier”** means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.
- 1.26 **“Tort”** means in breach of contract.
- 1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **“Written”** or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

contract.

- 5.3 Any document, other than the contract itself mentioned in GC Clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of Patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspections requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them

immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly With such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

- 12.1 Should a price other than an all-inclusive delivery price be required, this shall be specified.

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, insufficient time to permit the purchaser to procure the required goods/services; and
 - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- 15.2. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission from the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.3. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.5. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable response time, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the Delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.3. Payment will be made in Rand unless otherwise stipulated.

16.4 All payment claims (Fee claims and contractors claim) must be addressed to the PMU Manager on or before the 20th on monthly basis.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available. 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, sum calculated on the delivered price of the delayed goods or unperformed interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or service similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associate time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first- mentioned person, and with which enterprise or person the first- mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
 - (ii) The date of commencement of the restriction
 - (iii) The period of restriction; and
 - (iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register; the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or

countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security (Professional Indemnity), damages, or termination for default if and to the extent

that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

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

(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

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

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort

Or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and Other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or **sublet** a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the Purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of

administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

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

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or

their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

Client_____

Consultant_____

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

Client_____

Consultant_____



TSWELOPELE
LOCAL MUNICIPALITY
A MUNICIPALITY IN PROGRESS

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

.....

* Delete if not applicable

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? YES / NO

- 3.1 If yes, furnish particulars

.....

Will any portion of goods or services be sourced from outside South Africa? YES/NO

If yes, what portion of payment from the municipality / municipal entity is expected to be transferred out of the South Africa?

- 4.1 If yes, furnish particulars

.....

Client_____

Consultant_____

.....

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

Client_____

Consultant_____

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	
SPECIFIC GOALS	
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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

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 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

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 or 90/10 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 or 90/10 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 or 90/10 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 both the 90/10 and 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 90/10 or 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

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 forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race:

Black-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Black-owned enterprise	8	3	CSD Report and ID Copy
41-50% Black-owned enterprise	6	2	CSD Report and ID Copy
31-40% Black-owned enterprise	4	1	CSD Report and ID Copy
21-30% Black-owned enterprise	2	0	CSD Report and ID Copy
0-20% Black-owned enterprise	1	0	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender:

Women-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Women-owned enterprise	4	3	CSD Report and ID Copy
31-50% Women-owned enterprise	3	1	CSD Report and ID Copy
11-29% Women-owned enterprise	2	1	CSD Report and ID Copy
1-10% Women-owned enterprise	1	1	CSD Report and ID Copy

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability:

Disability-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Disabled-owned enterprise	4	2	ID Copy, CSD Report and medical certificate
31-50% Disabled-owned enterprise	3	1	ID Copy, CSD Report and medical certificate
11-29% Disabled-owned enterprise	2	1	ID Copy, CSD Report and medical certificate
1-10% Disabled-owned enterprise	1	0	ID Copy, CSD Report and medical certificate

Points for the specific goals for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of youth:

Youth-owned	Number of points on 80/20 points system	Number of points on 90/10 points system	Required Proof
51-100% Youth-owned enterprise	4	2	CSD Report and ID Copy
31-50% Youth-owned enterprise	3	1	CSD Report and ID Copy
11-29% Youth-owned enterprise	2	1	CSD Report and ID Copy
1-10% Youth-owned enterprise	0	0	CSD Report and ID Copy

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GENERAL PROCEDURES

1. General Directives

The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.

Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.

Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.

The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.

Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.

All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.

The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2. Issuing of bid documents

On the date that the advertisement appears on the Municipality's website , and or media, prospective bidders may download tender documents on the e-tender portal website www.etenders.gov.za or www.tswelopele.gov.za

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed

to communicate with potential bidders without the approval of Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3. Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

- a) Invitation to prospective service providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin) and the public advertisement must contain the following:
- b) The closing date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to the information mentioned below;
 - i. Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
 - ii. Bids submitted must be sealed.

1. The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

4. Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

5. Handling of bids submitted in response to public invitation

a) Closing of bids

All bids will close at **12H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

b) Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management and The Manager PMU or their delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

c) Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

d) Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.

- The decision by the Municipality regarding the awarding of a contract must be final and binding

6. Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a valid SARS Tax Pin.
- Submission of Company Registration Certificate
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees.

Meeting technical specifications and comply with bid conditions;

- Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- Only bid with the highest number of points will be selected.

7. Acceptance of bids

- Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.
- The successful service provider will be required to sign the service level agreement.
- Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.
- A register or records should be kept of all bids accepted

8. Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

9. Cancellation and re-invitation of bids

- In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are above R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 000 000.00 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid is cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

The Municipal Manager may, prior to the award of a bid, cancel the bid if:

- Due to changed circumstances, there is no longer a need for the services, works or goods requested. Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or
- Funds are no longer available to cover the total envisaged expenditure.
- Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids:
or
- No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

10. Sale and Letting of Asset

The Preferential Procurement Regulations, 2022 is not applicable to the sale and letting of assets. In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

BID NUMBER: SCM/TSW/22/2024-2025

SPECIAL CONDITIONS OF CONTRACT

1. Consideration will only be given to consultants with a contact person specializing in the listed categories, and also with **relevant professional registration status**.
2. A contact person for the firm must be a professionally registered person in the employment of the firm or company.
3. Audits may be conducted from time to time to verify the information submitted in the application forms. Any inconsistency, if not reported to Tswelopele Local Municipality, will constitute false declaration and thus lead to disqualification.
4. Only one application per firm/consultancy must be submitted, and not for each and every branch/office.
5. Any changes in key technical personnel (due to resignations, transfers, replacements, etc.) should be reported to Tswelopele Local Municipality in order to record the changes.

BID NUMBER: SCM/TSW/22/2024-2025

BID DESCRIPTION: APPOINTMENT OF PANEL OF CONSULTANTS FOR PROFESSIONAL ENGINEERING RELATED SERVICES FOR THE PERIOD OF THREE YEARS IN TSWELOPELE LOCAL MUNICIPALITY

BID SPECIFICATIONS

- Only professional engineering technologists, engineers' consultancies are to submit the applications.
- A relevant registered professional means a person specializing in the categories listed below.

Mark with X on your specialized area

1	CIVIL ENGINEERING:	
1.1	Urban Engineering	
1.2	Water Engineering	
1.4	Roads and Stormwater Engineering	
1.5	Structural Engineering	
1.6	Mechanical Engineering	
1.7	Electrical Engineering	
1.8	Town Planning	

1. The capacity of a firm or consultancy, in terms of technical personnel, skills and other resources will play a role in the allocation of work.
2. Abridged CVs of all technical personnel must be attached.

3. DEFINITIONS

“all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance

fund contributions and skills development levies;

“comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

“consortium or joint venture” means an association of persons for the purpose of combining their

expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“contract” means the agreement that results from the acceptance of a bid by an organ of state;

“Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or

excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

“functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder

“non-firm prices” means all prices other than “firm” prices;

“person” includes a juristic person;

“rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties

“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

“total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007

“trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

“trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

DECLARATIONS WITH REGARD TO COMPANY/FIRM

Name of company/firm :

VAT registration number :

Company registration number :

TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

☐

Partnership/Joint Venture / Consortium

☐

One person business/sole propriety

☐

Close corporation

☐

Company

☐ (Pty) Limited

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

Total number of years the company/firm has been in business?

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

- E. The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

As Witness:

Name and Surname : **Name and Surname:**

Signature : **Signature** :

Signature of the bidder:

DATE:

Address:

.....

.....

.....

.....

EVALUATION PROCESS AND CRITERIA

BID NO: SCM/TSW/22/2024-2025

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

E. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria:**

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- A valid SARS Tax Pin being submitted.
- Copy of Company registration certificate must be submitted.
- All Pages of the document initialed and signed where required.
- Completed and signed Application for Tax Clearance Certificate **(MBD2)**
- Completed and signed declaration of interest **(MBD4)**
- Completed and signed Declaration for procurement above 10 million **(MBD5)**
- Completed and signed preference points claim **(MBD6.1)**
- Completed and signed declaration of Bidder's Past Supply Chain Management Practices **(MBD8)**.
- Completed and signed Certificate of independent bid determination**(MBD9)**.
- Proof of company registration with professional body
- Proof of Professional indemnity must be submitted.
- Signed J/V agreement submitted (Where applicable).
- Evidence that the municipal rates and taxes or municipal charges owed by the preferred bidder or any of its directors to the municipality or municipal entity, or to any other municipality or municipal entity, are not in arrears for more than three months, in terms of lease agreement, proof that Municipal charges owed on the premises are not in arrears for more than 90 days must be attached, lease agreement alone will not be accepted.

E. EVALUATION ON QUALITY/FUNCTIONALITY = 100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (WATER ENGINEER)		Weight
1.	Previous experience with similar tasks / Company-proven track record of quality on the following projects completed. (the requirement should be accompanied by appointment letter and reference letter). ✓ Water retaining structures. ✓ Water and Sewer reticulation. ✓ Water and Waste water treatment works.		35 Points
	◦ 5 - 6 similar assignments/projects	35 points	
	◦ 3 - 4 similar assignments/projects	20 points	
	◦ 1 - 2 similar assignments/projects	10 points	
	◦ 0 projects	0 points	
2.	Qualifications and experience of Key Personnel		65 Points
	Professional qualification of Civil Engineer/ Civil Technologist with the following qualifications; ✓ A Civil Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Water Engineering. ✓ Previously managed water engineering projects with SACPMP or PMI or PRINCE 2 professional registration ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of water and waste treatment ✓ Expertise in urban flood modeling and analysis, open channel flow hydraulics, flood protection and erosion control measures, stormwater design ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications.		15 points
	Evaluation of Water Engineer Qualification		
	Proof of Qualifications for Project manager to be attached	15 points	
	No Proof of Qualifications and/or Professional Registration	0 points	

	Water Engineer experience. <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related ✓ Please attach a Comprehensive CV. Evaluation of Water Engineer Experience		20 Points
	◦ No CV attached	0 points	
	◦ 1 – 5 Years of experience	5 points	
	◦ 6 – 8 Years of experience	15 points	
	◦ 9 and above of experience	20 points	
	Professional qualification of Site/Resident Engineer . <ul style="list-style-type: none"> ✓ A Site/Resident Engineer with a minimum National Diploma Civil Engineering qualification. ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Site/Resident Engineer Qualification		20 Points
	Proof of Qualifications for site agent to be attached	20 points	
	No Proof of Qualifications or Professional Registration	0 points	
	Site/Resident Engineer Experience <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related to Water Engineering related projects. ✓ Please attach a Comprehensive CV to be attached. Evaluation of Site/Resident Engineer Experience		10 Points
	◦ No CV attached	0 points	
	◦ 1 – 4 Years	4 points	
	◦ 4 – 10 Years	6 points	
	◦ 10 and above	10 points	
	Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (ROADS & STORMWATER ENGINEER)	Weight
1.	<p>Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter).</p> <ul style="list-style-type: none"> ✓ Roads Geometric design and Pavement Design ✓ Structural or Bridge Design ✓ Stormwater drainage structures design 	35 Points
	◦ 5 - 6 similar assignments/projects	<i>35 points</i>
	◦ 3 - 4 similar assignments/projects	<i>20 points</i>
	◦ 1 - 2 similar assignments/projects	<i>10 points</i>
	◦ 0 projects	<i>0 points</i>
2.	Qualifications and experience of Key Personnel	65 Points
	<p>Professional qualification of Civil Engineer/ Technologist with the following qualifications;</p> <ul style="list-style-type: none"> ✓ A Civil Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Transportation Engineering. ✓ Previously managed roads and stormwater engineering projects with SACPMPP or PMI or PRINCE 2 professional registration ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of roads and stormwater design ✓ Expertise in traffic engineering and design of various road categories including rural roads ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. <p>Evaluation of Transportation Engineer Qualification</p>	15 points
	Proof of Qualifications for contracts manager to be attached	15 points
	No Proof of Qualifications and/or Professional Registration	0 points

	Transportation Engineer experience. <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related ✓ Please attach a Comprehensive CV to be attached. Evaluation of Transportation Engineer Experience		20 Points
	◦ No CV attached	0 points	
	◦ 1 – 5 Years of experience	5 points	
	◦ 6 – 8 Years of experience	15 points	
	◦ 9 and above of experience	20 points	
	Professional qualification of Site/Resident Engineer . <ul style="list-style-type: none"> ✓ A Site/Resident Engineer with a minimum National Diploma Civil Engineering qualification. ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Site/Resident Engineer Qualification		20 Points
	Proof of Qualifications for site agent to be attached	20 points	
	No Proof of Qualifications or Professional Registration	0 points	
	Site/Resident Engineer Experience <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related to Roads and Stormwater Engineering related projects. ✓ Please attach a Comprehensive CV to be attached. Evaluation of Site/Resident Engineer Experience		10 Points
	◦ No CV attached	0 points	
	◦ 1 – 4 Years	4 points	
	◦ 4 – 10 Years	6 points	
	◦ 10 and above	10 points	
	Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (ELECTRICAL ENGINEER)	Weight
1.	<p>Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter).</p> <ul style="list-style-type: none"> ✓ Electrical structures and substations. ✓ Electrical reticulation. ✓ Alternative energy sources (Solar and alternatives) 	35 Points
	◦ 5 - 6 similar assignments/projects	<i>35 points</i>
	◦ 3 - 4 similar assignments/projects	<i>20 points</i>
	◦ 1 - 2 similar assignments/projects	<i>10 points</i>
	◦ 0 projects	<i>0 points</i>
2.	Qualifications and experience of Key Personnel	65 Points
	<p>Professional qualification of Electrical Engineer/ Electrical Technologist with the following qualifications;</p> <ul style="list-style-type: none"> ✓ An Electrical Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher. ✓ Previously managed electrical engineering projects with SACPMP or PMI or PRINCE 2 professional registration ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of electricity reticulation ✓ Understanding of various alternative energy sources (Solar or Green Energy) ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. <p>Evaluation of Electrical Engineer Qualification</p>	15 points
	Proof of Qualifications for Project manager to be attached	15 points
	No Proof of Qualifications and/or Professional Registration	0 points
	<p>Electrical Engineer experience.</p> <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related 	20 Points

	✓ Please attach a Comprehensive CV. Evaluation of Electrical Engineer Experience		
	◦ No CV attached	0 points	
	◦ 1 – 5 Years of experience	5 points	
	◦ 6 – 8 Years of experience	15 points	
	◦ 9 and above of experience	20 points	
	Professional qualification of Site/Resident Engineer . ✓ A Site/Resident Engineer with a minimum National Diploma Electrical Engineering qualification. ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Site/Resident Engineer Qualification		20 Points
	Proof of Qualifications for site agent to be attached	20 points	
	No Proof of Qualifications or Professional Registration	0 points	
	Site/Resident Engineer Experience ✓ Should demonstrate capacity in terms of experience on similar projects related to Electrical Engineering related projects. ✓ Please attach a Comprehensive CV to be attached. Evaluation of Site/Resident Engineer Experience		10 Points
	◦ No CV attached	0 points	
	◦ 1 – 4 Years	4 points	
	◦ 4 – 10 Years	6 points	
	◦ 10 and above	10 points	
	Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (MECHANICAL ENGINEER)		Weight
1.	Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter). ✓ Mechanical components and structures. ✓ Hydraulic Pumps and Propellers.		35 Points
	◦ 5 - 6 similar assignments/projects	35 points	
	◦ 3 - 4 similar assignments/projects	20 points	
	◦ 1 - 2 similar assignments/projects	10 points	
	◦ 0 projects	0 points	
2.	Qualifications and experience of Key Personnel		65 Points
	Professional qualification of Mechanical Engineer/ Technologist with the following qualifications; ✓ A Mechanical Engineer/Technologist with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Water Engineering. ✓ Previously managed water engineering projects with SACMP or PMI or PRINCE 2 professional registration ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ Expertise in mechanical engineering components and hydraulics machinery ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Mechanical Engineer Qualification		15 points
	Proof of Qualifications for Project manager to be attached	15 points	
	No Proof of Qualifications and/or Professional Registration	0 points	
		Mechanical Engineer experience.	

	<div>✓ Should demonstrate capacity in terms of experience on similar projects related</div> <div>✓ Please attach a Comprehensive CV.</div> <div>Evaluation of Mechanical Engineer Experience</div>		
	◦ No CV attached	0 points	
	◦ 1 – 5 Years of experience	5 points	
	◦ 6 – 8 Years of experience	10 points	
	◦ 9 and above of experience	20 points	
	Professional qualification of Site/Resident Engineer . <div>✓ A Site/Resident Engineer with a minimum National Diploma Mechanical Engineering qualification.</div> <div>✓ Please attach Certified Copies of Certificates and Qualifications.</div> <div>Evaluation of Site/Resident Engineer Qualification</div>		20 Points
	Proof of Qualifications for site agent to be attached	20 points	
	No Proof of Qualifications or Professional Registration	0 points	
	Site/Resident Engineer Experience <div>✓ Should demonstrate capacity in terms of experience on similar projects related to Mechanical Engineering related projects.</div> <div>✓ Please attach a Comprehensive CV to be attached.</div> <div>Evaluation of Site/Resident Engineer Experience</div>		10 Points
	◦ No CV attached	0 points	
	◦ 1 – 4 Years	4 points	
	◦ 4 – 10 Years	6 points	
	◦ 10 and above	10 points	
	Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (URBAN ENGINEER)		Weight
1.	Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter). ✓ Urban design and developments of new settlements		35 Points
	◦ 5 - 6 similar assignments/projects	35 points	
	◦ 3 - 4 similar assignments/projects	20 points	
	◦ 1 - 2 similar assignments/projects	10 points	
	◦ 0 projects	0 points	
2.	Qualifications and experience of Key Personnel		65 Points
	Professional qualification of Civil Engineer/ Civil Technologist with the following qualifications; ✓ A Civil Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Urban Engineering. ✓ Previously managed Urban engineering projects with SACPMP or PMI or PRINCE 2 professional registration ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of design of human settlements ✓ Expertise in urban development’s planning and incorporating them with existing developments ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Urban Engineer Qualification		15 points
	Proof of Qualifications for Project manager to be attached	15 points	
	No Proof of Qualifications and/or Professional Registration	0 points	
	Urban Engineer experience.		

	<div>✓ Should demonstrate capacity in terms of experience on similar projects related</div> <div>✓ Please attach a Comprehensive CV.</div> <div>Evaluation of Urban Engineer Experience</div>		
	◦ No CV attached	0 points	
	◦ 1 – 5 Years of experience	5 points	
	◦ 6 – 8 Years of experience	10 points	
	◦ 9 and above of experience	20 points	
	Professional qualification of Site/Resident Engineer . <div>✓ A Site/Resident Engineer with a minimum National Diploma Civil Engineering/Land Use Planning qualification.</div> <div>✓ Please attach Certified Copies of Certificates and Qualifications.</div> <div>Evaluation of Site/Resident Engineer Qualification</div>		20 Points
	Proof of Qualifications for site agent to be attached	20 points	
	No Proof of Qualifications or Professional Registration	0 points	
	Site/Resident Engineer Experience <div>✓ Should demonstrate capacity in terms of experience on similar projects related to Urban Development related projects.</div> <div>✓ Please attach a Comprehensive CV to be attached.</div> <div>Evaluation of Site/Resident Engineer Experience</div>		10 Points
	◦ No CV attached	0 points	
	◦ 1 – 4 Years	4 points	
	◦ 4 – 10 Years	6 points	
	◦ 10 and above	10 points	
	Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (STRUCTURAL ENGINEER)		Weight
1.	Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter). <ul style="list-style-type: none"> ✓ Structural concrete structures. ✓ Steel structures 		35 Points
	◦ 5 - 6 similar assignments/projects	35 points	
	◦ 3 - 4 similar assignments/projects	20 points	
	◦ 1 - 2 similar assignments/projects	10 points	
	◦ 0 projects	0 points	
2.	Qualifications and experience of Key Personnel		65 Points
	Professional qualification of Civil Engineer/ Technologist with the following qualifications; <ul style="list-style-type: none"> ✓ A Civil Engineer with a Degree/ Bachelor of Engineering qualification of NQF levels 7 or higher and specializing in Structural Engineering. ✓ Previously managed structural engineering projects with SACMP or PMI or PRINCE 2 professional registration ✓ Professionally registered with ECSA Registration and certification at the level specified ✓ In-depth and sound knowledge of Structural Concrete inclusive of water retaining dams (Reservoirs), bridges and retaining walls ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Water Engineer Qualification		15 points
	Proof of Qualifications for Project manager to be attached	15 points	
	No Proof of Qualifications and/or Professional Registration	0 points	
	Structural Engineer experience.		20 Points

	<div>✓ Should demonstrate capacity in terms of experience on similar projects related</div> <div>✓ Please attach a Comprehensive CV.</div> <div>Evaluation of Structural Engineer Experience</div>		
	◦ No CV attached	0 points	
	◦ 1 – 5 Years of experience	5 points	
	◦ 6 – 8 Years of experience	15 points	
	◦ 9 and above of experience	20 points	
	Professional qualification of Site/Resident Engineer . <div>✓ A Site/Resident Engineer with a minimum National Diploma Civil Engineering qualification.</div> <div>✓ Please attach Certified Copies of Certificates and Qualifications.</div> <div>Evaluation of Site/Resident Engineer Qualification</div>		20 Points
	Proof of Qualifications for site agent to be attached	20 points	
	No Proof of Qualifications or Professional Registration	0 points	
	Site/Resident Engineer Experience <div>✓ Should demonstrate capacity in terms of experience on similar projects related to Structural Engineering related projects.</div> <div>✓ Please attach a Comprehensive CV to be attached.</div> <div>Evaluation of Site/Resident Engineer Experience</div>		10 Points
	◦ No CV attached	0 points	
	◦ 1 – 4 Years	4 points	
	◦ 4 – 10 Years	6 points	
	◦ 10 and above	10 points	
	Total points		100

No.	TECHNICAL/ FUNCTIONAL REQUIREMENTS (TOWN PLANNING)	Weight
1.	<p>Previous experience with similar tasks / Company-proven track record of quality on the following projects completed (the requirement should be accompanied by appointment letter and reference letter).</p> <p>✓ Urban and regional planning</p>	35 Points
	◦ 5 - 6 similar assignments/projects	35 points
	◦ 3 - 4 similar assignments/projects	20 points
	◦ 1 - 2 similar assignments/projects	10 points
	◦ 0 projects	0 points
2.	Qualifications and experience of Key Personnel	65 Points
	<p>Professional qualification of Professional Planner (Project Manager) with the following qualifications;</p> <ul style="list-style-type: none"> ✓ A Town Planner with a Degree/ Bachelor of Urban and Regional Planning qualification of NQF levels 7 or higher. ✓ Previously managed Urban and Regional Planning projects SACPLAN professional registration ✓ Professionally registered with SACPLAN Registration and certification at the level specified ✓ Expertise in urban and regional planning related projects. ✓ Strong project management skills, and experience with Quality Management Systems ✓ Please attach Certified Copies of Certificates and Qualifications. <p>Evaluation of Professional Planner Qualification</p>	15 points
	Proof of Qualifications for Project manager to be attached	15 points
	No Proof of Qualifications and Professional Registration	0 points
	<p>Professional Planner experience.</p> <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related ✓ Please attach a Comprehensive CV. 	20 Points

Evaluation of Professional Planner Experience		
◦ No CV attached	0 points	
◦ 10 - 12 Years of experience	10 points	
◦ 12 and above of experience	20 points	
Professional qualification of a Professional Planner . <ul style="list-style-type: none"> ✓ A Professional Planner with a minimum Degree/ Bachelor of Urban and Regional Planning qualification of NQF levels 7 or higher. ✓ Professionally registered with SACPLAN Registration and certification at the level specified. ✓ Please attach Certified Copies of Certificates and Qualifications. Evaluation of Professional Planner Qualification		20 Points
Proof of Qualifications for professional planner to be attached	20 points	
No Proof of Qualifications and Professional Registration	0 points	
Professional Planner Experience <ul style="list-style-type: none"> ✓ Should demonstrate capacity in terms of experience on similar projects related to Urban and Regional Planning related projects. ✓ Please attach a Comprehensive CV to be attached. Evaluation of Professional Planner Experience		10 Points
◦ No CV attached	0 points	
◦ 1 – 4 Years	4 points	
◦ 4 – 10 Years	6 points	
◦ 10 and above	10 points	
Total points		100

The bidder must obtain a minimum score of 70 from points allocated for key staff and previous experience to qualify.

Size of enterprise and current workload

What was your turnover in the previous financial year? _____

What is the estimated turnover for your current financial year?

List your current contracts and obligations

Description	Value (RM)	Start date	Duration	Expected completed date	Client and contact details

Do you have capacity to supply the goods and services described in this bid, should the contract be awarded to you? _____

STAFFING PROFILE

Permanently employed staff: gender and race	Number of staff
NB COMPLETE ATTACHED ANNEXURE “E”	
Temporary staff to be employed for the project: gender and race	Number of staff
NB COMPLETE ATTACHED ANNEXURE “E”	

Provided information on key staff you intend utilizing on this contract, should it be awarded to you.
(In case of engineering construction projects key staff is defined as staff of foreman level and above.

Name	Position in your organization	Qualifications	Experience
NB COMPLETE ATTACHED ANNEXURE “E”			

PREVIOUS EXPERIENCE

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

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organization	Tel no
NB COMPLETE ATTACHED ANNEXURE “E”					

Good standing with SA Revenue Services (Attach an original copy a Tax clearance certificate)

Complicate with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration by the designated employer, that the employer complies with the relevant chapters of the Employment Equity Act. A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

ANNEXURE D**CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, TSWELOPELE LOCAL MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s)_____
Signatory_____
Date**Witnesses**1. _____
Full Names_____
Signature_____
Date2. _____
Full Names_____
Signature_____
Date

ANNEXURE C

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, TSWELOPELE LOCAL MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorize the Tswelopele Local Municipality to deduct the full amount outstanding by the business organization/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ **Date** _____ **Month** _____ **20** _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____
Full Names

Signature

Date

2. _____
Full Names

Signature

Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - Take all reasonable steps to prevent such abuse;
 - Reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD
6. must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid

rigging is, therefore, an agreement between competitors not to compete.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

(d) The intention or decision to submit or not to submit, a bid;
(e) The submission of a bid which does not meet the specifications and conditions of the bid; or

(f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

E. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature Date

.....
Position Name of Bidder

(USE EXTRA SHEETS IF NECESSARY)

Mark the categories that your firm wishes to apply for placing on the panel.

Please mark the relevant blocks in the table below with an X

CATEGORY	X	Years of Experience
WATER ENGINEERING:		
Water retaining structures		
Water and Sewer reticulation		
Water & Waste Water Treatment Works		
ROADS AND STORMWATER ENGINEERING		
Roads geometric design & Pavement		
Structural/Bridge design		
Materials designs		
Stormwater drainage Structures/measures/control		
ROADS AND STORMWATER ENGINEERING		
Roads geometric design & Pavement		
Structural/Bridge design		
MECHANICAL ENGINEERING		
URBAN ENGINEERING		
STRUCTURAL ENGINEERING		
PROJECT AND CONSTRUCTION MANAGEMENT		
ELECTRICAL ENGINEERING		
URBAN AND REGIONAL PLANNING		

The category of expertise applied for above must be substantially supported with documentary proof as follows:

Furnish names, qualifications and expertise of the individuals in the company in the table below:

Names and Qualifications of Partners, Directors and Associates (only list Ones in this office)	Expertise (Refer to Section B)	Total years off Experience	Year with Firm

Names and Qualifications of Registered Professional staff other than those Listed above. (Only list the ones In this office)	Expertise (Refer to Section B	Total Experience	Years with Firm

Previous experience:

Please provide the following information concerning the partners/directors, in the spaces provided below, and in a separate annexure attached to this form, giving complete details, including a CV, indicating for which of the categories applied for, they are responsible: The types of projects handled, stating the involvement in each project: (i.e. Design, leader, supervision, assisted in design, about 10% of total value, etc): the total value of the project and of the work directly involved with, and date completed . Similar information must also be provided, in abbreviated form, for other senior staff members in the categories applied for.

Names and qualifications of all professionals/ Directors/ Partners in the firm	Total experience	Years with firm

Personnel:

State the total number of employees involved with the categories applied for: (i.e. Civil Engineers, geometric design, Civil Engineering technicians etc.)

Occupation	Field of expertise	Number
Engineers		
Electrical		

Water		
Traffic/Transportation		
Geotechnical		
Technicians:		
Electrical		
Water		
Traffic/Transportation		
Materials		
Tracers		
Other (Please Specify)		
Tech. Assistants		
Number of technical personnel		
Number of non technical personnel		

Ownership of the Firm (please provide copy of original certificate of share holding with stamp from registrar of companies)

Name	Position occupied in firm	Identity Number	Citizenship	Date of Ownership

NOTE: Where owners are themselves a company or partnership, identify the ownership of the holding firm.

Empowerment:

Firm's policy relating to employment equity and assistance to previously disadvantaged communities (training, bursaries, financial or in kind contributions to relevant developmental concerns, issues, projects). Please attach additional documents or brochures with more information as an annexure to this form.

Any other information on the firm's ability to perform projects allocated to it. If necessary use separate sheets to provide the information.

STAFF COMPLEMENT

The purpose of the following staff list is to ascertain the affirmative balance in this office. It is also RAL's policy to encourage the employment of youth, women and disabled. Please list all the permanent staff working in this office including non-technical and directors. A disabled person may include one with a long term or recurring mental or physical impairment, which substantially limits his/her prospects of entry into, or advancement in employment.

LEGEND: WM- White Male: BM – Black Male: WF- White Female, BF- Black Female.

Note that "Black" shall include Indian and Coloured.

NAME	POSITION	AFFIRMATIVE BALANCE (tick)					Nature of Disability
		WM	BM	WF	BF	Disabled	

(USE EXTRA SHEETS IF NECESSARY)

THE FIRM'S AFFIRMATIVE ACTION AND EMPLOYMENT EQUITY POLICY

In the space below, please state your firm's policy on affirmative action as well as training (including experiential training for students) and development of lower echelon staff. Detail the firm's policy on the upliftment of previously disadvantaged staff. If possible, give examples of bursaries, which have been granted, and the results, which have been achieved. If the space provided is insufficient, extra sheet/s may be inserted. Should the firm have a published document on this subject, it may be attached as an addendum.

(USE EXTRA SHEETS IF NECESSARY)

Is the firm or any of the partners, directors or associates in any way connected with a commercial enterprise?

YES	NO
-----	----

If yes, please specify:.....

Any further comments you may wish to make:

.....

.....

.....

.....

.....

.....

SECTION B: SPECIALISATION/EXPERTISE

It is the intention of Tswelopele Local Municipality to split the Consultants' Panel into various specialized fields for which the firm may claim expertise and experiences. When considering a firm for appointment to a project, only those registered in that category will be short-listed. The following Fields of Specialization are those, which are of interest to, and in use by Tswelopele Municipality. Should you have specialized knowledge and expertise which, you feel, will be useful to Tswelopele Local Municipality, you are welcome to draw our attention to this with an addendum to the application form. It is a condition of registration that at least one of the principals (Directors, Partners or Associates) shall have the necessary expertise, and will supervise the running of the project. Minimums of 3 (three) past projects are to be listed with values and contact person or referee.

Please be advised that the references will be checked. The Principal with the necessary expertise must be in the employment of the firm/company.

FIELDS OF SPECIALISATION

1. REINFORCED CONCRETE

This field of expertise involves the following experience and proficiency:

- (a) The design of reinforced concrete to SANS 0100 Parts 1 & 2 and in conformity with all applicable standards.
- (b) Knowledge of all aspects of concrete technology pertaining to structural concrete.
- (c) The design and detailing of foundations for structures in any soil condition.
- (d) Knowledge of good practice in curing of concrete.

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claims this expertise.....

.....

.....

REFERENCES FOR RECENT REINFORCED CONCRETE PROJECTS

PROJECT	VALUE	CONTACT	PHONE

2. STRUCTURAL STEELWORK

This field of expertise involves the following experience and proficiency:

- (a) The design of structural steel to SANS 0162 Parts 1, 2 & 3 and in conformity to all applicable standards.
- (b) Knowledge of all qualities of steel available, their properties and uses.
- (c) Knowledge of all forms of corrosion protection for steelwork.
- (d) The ability to check, and if necessary produce structures.

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal(s) who claim this expertise:.....

REFERENCES FOR STRUCTURAL STEELWORK (Minimum)

PROJECT	VALUE	CONTACT	PHONE

3. BRIDGE SPECIALIZATION

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal(s) who claims this expertise:.....

REFERENCES FOR BRIDGE SPECIALIZATION (Minimum 3)

PROJECT	VALUE	CONTACT	PHONE

4. PAVEMENT & GEOMETRIC DESIGN, EARTHWORKS

This field of expertise involves the following experience and proficiency.

- (a) Interpretation of geotechnical information in order to proceed with pavement
- (b) Design according to the TMH design manuals.
- (c) Knowledge of all aspects of geometric design of roads.

- (d) Hydrological and hydraulic calculations to design storm water structure and Stormwater management systems.
 - (e) Undertake and interpret traffic studies in order to design intersections, access to institutions, taxi ranks, bus terminals and parking areas.

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal's who claim this expertise?.....

.....

.....

5. DRAINAGE STRUCTURES & STORMWATER CONTROL

This field of expertise involves the following experience and proficiency.

1. Interpretation of contours and landscape information in order to proceed with the
 2. Design of culverts and drainages to control storm water.
 3. Knowledge of all aspects of hydraulic design for roads.
 4. Hydrological and hydraulic calculations to design storm water structure and Storm water management systems.
 5. Undertake and interpret patterns of water flow studies (soil type, vegetation, catchment, etc.) in order to design appropriate drainage structure.

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal's who claim this expertise?.....

.....

.....

6. TRAFFIC/TRANSPORTATION ENGINEERING

This field of expertise involves the following experience and proficiency.

- (a) Interpretation of traffic flow patterns information in order to proceed with proper classification and categorization of roads, thus formulating efficient transportation models for the whole province.

- (b) Knowledge of all aspects of traffic counts and the classification and categorization of roads.
- (c) Undertake and interpret traffic studies in order to design best and economical transportation mod province.

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal's who claim this expertise?.....

7. ROAD MANAGEMENT SYSTEMS:

Clear and definite knowledge in RMS coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise?.....

.....

.....

8. GEOTECHNICAL SERVICES

This field of expertise involves the following experience and proficiency:

- (a) The practical knowledge of geological formations.
- (b) Expert knowledge of the physical characteristics of all soil types.
- (c) The ability to decide on what tests are required on soil samples and interpretation of the results.
- (d) Knowledge of all types of foundations and the ability to accurately
- (e) Assess the risk factors due to different settlement.

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise:.....

I this office willing to provide specialist services to other Consultants? (Tick)

Yes	No
-----	----

REFERENCES FOR GEOTECHNICAL SERVICES (Minimum 3)

PROJECT	VALUE (Mill)	CONTACT	PHONE

9. WATER RETAINING STRUCTURES:

Clear and definite knowledge in water retaining structures coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE
---------	--------------	---------	-------

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise?.....

10. WATER & WASTE WATER TREATMENT WORKS:

Clear and definite knowledge in water and waste water treatment works coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise?.....

.....

.....

11. WATER AND SEWER RETICULATION:

Clear and definite knowledge in water and sewer reticulation coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise?.....

.....

.....

12. ELECTRICITY (LOW, MEDIUM AND HIGH VOLTAGE PROJECTS):

Clear and definite knowledge in high and medium voltage projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise?.....

.....

.....

13. ENVIRONMENTAL MANAGEMENT

Clear and definite knowledge in Environmental Management projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise?.....

.....

.....

14. TOWN PLANNING

Clear and definite knowledge in Town Planning projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

15. LAND SURVEY

Clear and definite knowledge in Land Survey projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise?.....

.....

18. OTHER FIELDS OF SPECIALISATION (STATE)

FIELD OF SPECIALISATION	PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise:.....

.....

.....

Specify the type:.....

NOTES:

1. All specifications shall be in accordance with the relevant sections of SABS 1200: Standardized Specifications for Civil Engineering Construction.

SECTION C: CURRICULUM VITAE

In this section please insert the Curriculum Vitae of Partners, Directors, Associates and Registered Professional. These should include all those listed on page 2 of this document. Only one pro-forma CV page is attached. Please make as many copies as you will require.

Full Names:

Position in Firm: ID Number:

Permanent Residential Address:

.....

South African Citizenship? (Tick)

Yes	No
-----	----

Languages in which proficient:

Qualifications and dates obtained:

Institution from which qualification was obtained

.....

Professional Registration Number and date:

Registering body:

Discipline (***Tick appropriate box***)

Membership of professional institutions:

Civil	Structures	Specify for Other	
-------	------------	-------------------	--

Specialization/Expertise.....

Brief descriptions (including costs) of projects in which the member has had personal involvement.

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

NOTE: make more copies of this page for additional individuals

Note: When being considered for appointment, the Consultant may be required to Complete an Enquiry Form to confirm the contents of this application.

DECLARATION

NAME OF FIRM :

FULL NAME OF SIGNATORY :

POSTAL ADDRESS :

.....

.....

.....

PHYSICAL ADDRESS :

.....

.....

.....

TELEPHONE NO. :

CELLPHONE NO. :

FAX NO :

SIGNATURE: **DATE:**

CRITERIA TO BE FOLLOWED IN THE SELECTION OF APPLICATIONS FOR ACCEPTANCE

ON TSWELOPELE LOCAL MUNICIPALITY'S PANEL:

- Companies, firms, consultants, institutions must submit proof of registration with the South African Registrar of Companies.

- Firms must be managed by a professional Civil or Structural engineer/technologist etc
- Firms must have a contact person with **relevant professional registration status** (i.e. Technician, Technologist or Engineer), specializing and experienced in roads and bridges, water etc.
- Firms must have submitted proof of qualified personnel in relevant Engineering field
- Firms must have properly completed application forms.
- Firms must have submitted Valid SARS Pin.
- **Firms must have submitted proof of valid Professional Indemnity Insurance.**