

DIHLABENG LOCAL MUNICIPALITY



DEPARTMENT: PUBLIC WORKS

APPOINTMENT OF A PANEL OF MINIMUM OF THREE (3) TO MAXIMUM OF FIVE (5) ELECTRICAL ENGINEERING CONSULTING SERVICE PROVIDERSTO RENDER PROFESSIONAL SERVICES AND ACT AS PRINCIPAL AGENT FOR ELECTRICAL PROJECTS WITHIN DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

BID NO: TS002/2026

BID SUBMITTED BY:

NAME OF BIDDING ENTITY :

ADDRESS :

CONTACT NUMBER :

CONTACT PERSON :

BID AMOUNT (R) :

ISSUED BY:

Dihlabeng Local Municipality
 No. 9 Muller Street
 P.O. Box 551
BETHLEHEM
 9700

Tel. No.: (058) 023 0671
Fax No.: (058) 303 4703

CLOSING DATE : 05 May 2026

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DIHLABENG LOCAL MUNICIPALITY

CONTRACT NO. TS002/2026

APPOINTMENT OF A PANEL OF MINIMUM THREE (3) TO MAXIMUM FIVE (5) ELECTRICAL ENGINEERING CONSULTING SERVICE PROVIDERSTO RENDER PROFESSIONAL SERVICES AND ACT AS PRINCIPAL AGENT FOR ELECTRICAL PROJECTS WITHIN DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

PART T1

TENDERING PROCEDURES

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PART T1.1
Tender Notice and Invitation to Tender

Contractor

Witness 1

Employer

Witness 2

Witness 1

Witness 2

DIHLABENG LOCAL MUNICIPALITY

MBD-1

PART A INVITATION TO BID

CONTRACT NO. TS 002/2026

APPOINTMENT OF A PANEL OF MINIMUM THREE (3) TO MAXIMUM FIVE (5) ELECTRICAL ENGINEERING CONSULTING SERVICE PROVIDERSTO RENDER PROFESSIONAL SERVICES AND ACT AS PRINCIPAL AGENT FOR ELECTRICAL PROJECTS WITHIN DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

Acceptable bids will be evaluated in terms of 80/20 Points System as per 2022 Regulations of PPPFA.

Bid documents will be available as from **12H00 on Tuesday, 07 April 2026**, upon payment of a cash non-refundable document fee of R1000,00 per set, at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12H00** on **05 May 2026**. All bids shall hold good for 90 days as from the closing date of bids.

Enquiries must be directed to Mr. SM Masoeu (Manager: Electricity Section) on Tel: 058 023 0671 / 072 5073 526.

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

The compulsory documents stated in the document must be submitted together with the Bid Document.

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all tenders at any time.

All Technical enquiries are to be directed to Director Technical Services or Manager Electricity Services Mr. SM Masoeu on 058 023 0671 during office working hours.

**M Ntheli
MUNICIPAL MANAGER**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[Signature box for Contractor]

[Signature box for Witness 1]

[Signature box for Witness 2]

[Signature box for Employer]

[Signature box for Witness 1]

[Signature box for Witness 2]

PART B TERMS AND CONDITIONS FOR BIDDING

BIDDER'S QUESTIONNAIRE

NO.	QUESTION	BIDDER'S RESPONSE
1	Have you initialed all the pages of the BID document?	* YES / NO
2	Have you completed and signed the Returnable Schedules?	* YES / NO
3	Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules (as and when required)?	* YES / NO
4	Have you submitted Tax Clearance reference number and tax compliance status pin?	* YES / NO
5	Have you completed and signed the MBD 4 form - Declaration of Interest?	* YES / NO
6	Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements (as and when required)?	* YES / NO
7	Have you taken note of the contents of part 5 of MBD 6.1 to substantiate your B-BBEE rating claims, and have you submitted an original and valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?	* YES / NO
8	Have you completed and signed the following forms: - MBD 7.1 Form – Contract form for purchase of goods/works? - MBD 7.2 Form - Contract Form for rendering of Services? (as and when required)	* YES / NO
9	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	* YES / NO
10	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	* YES / NO
11	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	* YES / NO
12	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	* YES / NO

* Delete whichever is not applicable

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF A PANEL OF MINIMUM THREE (3) TO MAXIMUM FIVE (5) ELECTRICAL ENGINEERING CONSULTING SERVICE PROVIDERS TO RENDER PROFESSIONAL SERVICES AND ACT AS PRINCIPAL AGENT FOR ELECTRICAL PROJECTS WITHIN DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

DIHLABENG LOCAL MUNICIPALITY

SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:
.....

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER

FAX NUMBER :

E-mail ADDRESS

TOTAL CONTRACT PRICE : R

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

Signed by authorised representative of the Bidding Entity:

DATE:

Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the Bid will be disqualified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[Signature box for Contractor]

[Signature box for Witness 1]

[Signature box for Witness 2]

[Signature box for Employer]

[Signature box for Witness 1]

[Signature box for Witness 2]

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NO. TS 002/2026

APPOINTMENT OF A PANEL OF MINIMUM THREE (3) TO MAXIMUM FIVE (5) ELECTRICAL ENGINEERING CONSULTING SERVICE PROVIDERSTO RENDER PROFESSIONAL SERVICES AND ACT AS PRINCIPAL AGENT FOR ELECTRICAL PROJECTS WITHIN DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

PART T1.2

TENDER DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DIHLABENG LOCAL MUNICIPALITY

CONTRACT NO. TS 002/2026

APPOINTMENT OF A PANEL OF MINIMUM THREE (3) TO MAXIMUM FIVE (5) ELECTRICAL ENGINEERING CONSULTING SERVICE PROVIDERS TO RENDER PROFESSIONAL SERVICES AND ACT AS PRINCIPAL AGENT FOR ELECTRICAL PROJECTS WITHIN DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

T1.2 TENDER DATA

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

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

Clause Number	
F.1.1	<p>The Employer is: DIHLABENG Local Municipality 09 Muller Street Bethlehem 9700</p>
F.1.2	<p>The Tender documents issued by the Employer comprise the following documents: THE TENDER Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable documents T2.2 Returnable schedules</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>THE CONTRACT</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p>C1.4 OHS</p> <p>Part C2: Pricing Data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information –N/A</p> <p>C4 Site Information</p>
F1.3	<p>Interpretation</p> <p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.</p>
F.1.4	<p>The Employer is:</p>
	<p>DIHLABENG Local Municipality</p> <p>09 Muller Street</p> <p>Bethlehem</p> <p>9700</p>
F.1.5.1	<p>Reject or accept</p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection.</p>
F.2.1	<p>Eligibility</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p>
F.2.1	<p>Only those Tenderers who are registered with the CESA, or are capable of being so prior to the evaluation of submissions, in a Consultant grading designation equal to or higher than a Consultant grading designation determined in accordance with the sum tendered are eligible to have their tenders evaluated.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>1. every member of the joint venture is registered with ECSA and the company is registered with CESA;</p>				
F.2.2	<p>Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>				
F.2.3	<p>Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>				
F.2.4	<p>Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>				
F.2.5	<p>Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>				
F.2.6	<p>Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>				
F.2.7	<p>The arrangements for a compulsory site meeting are: N/A</p>				
	<table border="1"> <tr> <td>Date: N/A</td> <td>Location: N/A</td> </tr> <tr> <td>Starting time: N/A</td> <td></td> </tr> </table>	Date: N/A	Location: N/A	Starting time: N/A	
Date: N/A	Location: N/A				
Starting time: N/A					
F.2.10	<p>Pricing the tender State the rates and prices in Rand.</p>				
F.2.11	<p>Alterations to documents Do Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.12	<p>Alternative tender offers</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.</p>
F2.13.3	Tender offer communicated on paper shall be submitted as an original.
F.2.13.5	The Employer’s address for delivery of Tender offers and identification details to be shown on each Tender offer package are:
	<p>APPOINTMENT OF A PANEL OF MINIMUM THREE (3) TO MAXIMUM FIVE (5) ELECTRICAL ENGINEERING CONSULTING SERVICE PROVIDERS TO RENDER PROFESSIONAL SERVICES AND ACT AS PRINCIPAL AGENT FOR ELECTRICAL PROJECTS WITHIN DIHLABENG LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.</p>
	<p>Closing date and time: Closing date: 05 May 2026 Closing Time: 12H00</p>
	<p>Location of Tender box: DIHLABENG Local Municipality, 09 Muller Street, Bethlehem, 9700.</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.
F2.15	The closing time for submission of tender offers is as mentioned in F.2.13.5 above and as stated in the Tender Notice and Invitation to Tender.
F.2.16	The Tender offer validity period is 90 Days .
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within 14 days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked correctly as stated.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or email, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

PART T1.3
Standard Conditions of Tender

Contractor

Witness 1

Employer

Witness 1

Witness 2

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

F.3.5 Two-envelope system

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

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

F.3.6 Nondisclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

EVALUATION CRITERIA

The procedure for the evaluation of responsive bids is as per Preferential Procurement Policy Framework Act, Act 50 of 2000 and Regulations of 8 November 2022.

Bids will be evaluated in Four (4) Stages:

- Stage 1 - Pre-Evaluation
- Stage 2 - Functionality
- Stage 3 - Financial Offer and Preference
- Stage 4 - Risk Analysis

Stage 1 - Pre-Evaluation

The bidder must submit the following for Compliance

1. Certificate of Authority for Signatory;
2. Copies of Company Registration Certificates;
3. Joint Venture Agreement and Power of Attorney, in case of Joint Venture;
4. Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached, should the municipal services be paid by the Landlord/owner, a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached. Furthermore, the municipality reserves the right to verify the validity of lease agreements.
5. Proof of active Central Supplier Database for Government Registration

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Management and key Staff Certified copy of Qualifications to be attached		
<ul style="list-style-type: none"> • Project Engineer Attach ECSA professional registration 		(Min 30 points)
<ul style="list-style-type: none"> - Professional Engineering Technologist (Pr Tech Eng.) or Professional Engineer (Pr Eng.) 		15
<ul style="list-style-type: none"> - Professional Engineering Technician (Pr Techni – min 3 years as professionally registered person) 		10
<ul style="list-style-type: none"> - Professional Engineering Technician (Pr Techni – min 1-2 years as professionally registered person) 		05
<ul style="list-style-type: none"> • Resident Engineer 		
<ul style="list-style-type: none"> - Technical Diploma (N dip) University of Technology 		05
<ul style="list-style-type: none"> - Degree (B-Tech, B Eng. ,BSc Electrical Eng) University or University of Technology - Professional registration ECSA (Pr. Techni, Eng) 		15
<ul style="list-style-type: none"> -Pr. Cert Eng-GCC Engineer (Factories) 		
Total Points		(Max 50 points)
Total Points Achievable		100
Minimum Score required for functionality		60

The bidder is expected to score a minimum of 60 points (Bidder to obtain a minimum of at least 30 points on each table) in order to be evaluated further

F.3.11.2 Scoring Financial Offers

STAGE 3: FINANCIAL OFFER AND PREFERENCE

Stage 3: Financial Offer and Preference Evaluation

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

POINTS AWARDED FOR PRICE

A maximum of 80 or 20 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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:

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

A	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)
Within the boundaries of Dihlabeng Local Municipality	5	10	N/A	
Within The boundaries of Thabo Mofutsanyane District	3	6	N/A	
Within the boundaries of the Free State	2	4	N/A	
Outside of the boundaries of the Free State	0	0	N/A	
	10	20		

How to claim the points

- i) A tenderer must submit their Municipal rates and taxes statement, which is not older than three (3) months (90 days);
- ii) or valid (not expired at closing date) lease agreement which is in the name of the company and signed.
- iii) or an official letter from the bank confirming the registered business address of the bidder.
- iv) for bidders from rural areas, a letter from the municipality that the area is not liable to pay municipal rates and taxes OR a signed letter from the chief indicating that the bidder is from that particular rural/tribal area.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Stage 4: Risk Analysis-Supply Chain Management

In addition to the evaluation of Responsiveness, Functionality and Financial Offer, a risk analysis will be performed on the bidders having the highest ranking/number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

1. The bid of any bidder may be disregarded if that bidder, or any of its directors have –
 - i. Abused the institution’s supply chain management system.
 - ii. Committed fraud or any other improper conduct in relation to such system.
 - iii. Suspected/charged with any act of Fraud and Corruption,
 - iv. Under any other criminal investigation in terms of the Criminal Procedure Act, Act 51
 - v. Failed to perform on any previous contract.
 - vi. The bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or people prohibited from doing business with the public sector.
 - vii. 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 audi alteram partem rule was applied.
- viii. If a company does not have more than 24 months (02 years) experience, working with the Government Institution.
 2. The Database of Restricted Suppliers is available 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.
- ix. 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.
- x. Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?
- xi. Was any contract between the bidder and any Organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents,
- c) Other revisions agreed between the employer and the successful tenderer, and
- d) The schedule of deviations attached to the form of offer and acceptance, if any.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.15 Issue final contract

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

F.3.16 Complete adjudicator's contract

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

F.3.17 Provide copies of the contracts

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. Record in the service of the state:

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of Directors of any Municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature
-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory:

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. For Closed Corporations

CK1 or CK2 as applicable (Founding Statement)

2. For Companies

Shareholders register

3. For Joint Venture Agreements

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner: CESA Reg No:		Signature: Name: Designation:
CESA Reg No:		Signature: Name: Designation:
CESA Reg No:		Signature: Name: Designation:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF PREVIOUS EXPERIENCE

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

Description	Value (R) VAT excluded	Year(s) work executed	Reference		
			Name	Organisation	Tel no

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory:

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

SCHEDULE OF PROPOSED SUB-CONSULTANTS

NAME OF SUB-CONSULTANT	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONSULTANT

Name of Tenderer :

Date :

Signature :

Position :

Full name of signatory :

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

Date :

Signature :

Position :

Full name of signatory :

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

MBD 3.1 – 3.2

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

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

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

Name of Bidder	Bid Number
Closing Time	Closing Date

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

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

Required by:

At:

Brand and Model

Country of Origin

Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

*Delivery: Firm/Not firm

- Delivery basis

3

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.
 ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies. *Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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

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

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

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

*Delete if not applicable

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MBD 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution: Any other particulars:

.....

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

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

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

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

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

If so, furnish particulars:

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

If so, furnish particulars.

.....

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

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

If so, furnish particulars.

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

If so, furnish particulars:

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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4 DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

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

1 Are you by law required to prepare annual financial statements for auditing?
*YES/NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

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

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

2.2 If yes, provide particulars.

.....

* Delete if not applicable

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

*YES/NO

3.1 If yes, furnish particulars

.....

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

*YES/NO

4.1 If yes, furnish particulars

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz -
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

WITNESSES

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

1
2

NAME (PRINT)

CAPACITY

SIGNATURE

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> Contractor	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> Witness 2	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> Employer	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> Witness 1	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> Witness 2	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div>
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SIGNED AT ON

NAME (PRINT)

SIGNATURE

WITNESSES

1

2

DATE:

OFFICIAL STAMP

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

MBD 8

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

4.2		Yes	No
-----	--	-----	----

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 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.	<input type="checkbox"/>	<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

.....

.....

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Position**Name of Bidder****MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
- a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2 _____

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Signature	Date
Position	Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

THE CONTRACT

Part C1: Agreements and Contract Data

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

.....

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

PART C1.1
Form of Offer and Acceptance

Contractor

Witness 1

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

.....

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Consultant under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature of Witness

Name Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____

(Name and address of organisation)

Name & Signature of Witness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE OF DEVIATIONS

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organization)

Name & Signature of Witness

Name Date

FOR THE EMPLOYER

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature of Witness

Name Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1.2
Contract Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works third Edition*,

2015, published by the South African Institution of Electrical Engineering. Private Bag x 200, Halfway House, 1685. Is applicable to this contract and is obtainable from www.saice.org.za.

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

PART 1: Data provided by the Employer

Clause	Data
1.1.1.1.13	The Defects Liability Period is 12 months.
1.1.1.1.15	The Name of the Employer is DIHLABENG Local Municipality
1.1.1.1.26	Pricing Strategy is fixed Contract .
1.2.1.2	The address of the Employer is: 09 Muller Street Bethlehem, 9700 Telephone: 058 303 5732
1.1.1.16 1.2.1.2	The address of the Employer is: 09 Muller Street Bethlehem, 9700 Telephone: 058 303 5732
5.3.1	The documentations required before commencement with works execution are: Professional indemnity insurance.
5.3.2	The time to submit documentation required before commencement with works execution is 14 days.
5.8.1	The non-working days are Sundays and the special non-working days are official builder's holiday plus all statutory public holidays.
5.13.1	The penalty for failing to complete the works is 0.05% of the total contract value per calendar day .
6.10.3	The limit of retention money is 05 % of the contract value.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8.6.1.3	The indemnity for liability insurance shall be applicable.
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PART 1: DATA PROVIDED BY THE CONSULTANT

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1.3
Contract Data
Annexure A: Form of Guarantee

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company: _____

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

Address to be entered _____

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

On behalf of the Company _____

In his capacity as _____

On behalf of the Company _____

In his capacity as _____

In the presence of the following witnesses:

Witness No 1:

Name

Signature

Witness No 2:

Name

Signature

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PART C2
Pricing Data

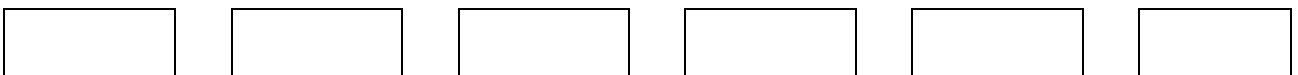
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PART C2: PRICING DATA

CONTENTS

PAGE

C2.1 Pricing Instructions C2.1-1



PART C2.1

PRICING SCHEDULE

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM DESCRIPTION BID PRICE IN RSA CURRENCY NO ** (ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information (Scope of Works) must be used for the formulation of proposals.
2. **"TABLE A": PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)**

PERSON AND POSITION	HOURLY RATE	DAILY RATE-TOTAL COSTS
	R	R
	R	R
	R	R
	R	R
	R	R

3. **TABLE "B": PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED COST PER PHASE AND DAYS TO BE SPENT**

Note: Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) of ECSA: R-01-GFF LATEST REVISION.

Based on a total project value of **R5 000 000.00** VAT inclusive, with Professional fees on 12% for Evaluation purposes only

DESCRIPTION OF PHASES	Percentage for each Stage	DAYS	Total Costs -Based on Estimated Project Value
Stage 1 –Inception			R
Stage 2 – Concept and Viability (also termed Preliminary Design)			R
Stage 3 – Design Development (also termed Detail Design)			R

PART C3.1
Description of Works

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C3.1 DESCRIPTION OF THE WORKS

C3.1.1 MISCELLANEOUS

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

C3.1.2 The scope of work is as follows:

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

Planning, Studies, Investigations and Assessments

Normal Services

Stage 1 –Inception

Stage 2 – Concept and Viability (also termed Preliminary Design)

Stage 3 – Design Development (also termed Detail Design)

Stage 4 – Documentation and Procurement

Stage 5 – Contract Administration and Inspection

Stage 6 – Close-Out

Additional Services (The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered)

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BID DESCRIPTION: Appointment of a panel of minimum three (3) to maximum five (5) Electrical Engineering Consulting Service Providers to render professional services and act as principal agent for electrical projects within Dhlabeng Local Municipality on an as and when required basis for a period of three (3) years.

BID SPECIFICATIONS

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

1	Electrical Engineering	
2	Project Management	

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

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