



TENDER NUMBER EDM/03/2024-25

SUPPLY, DELIVERY AND OFF-LOADING OF HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY

CIDB GRADING CLASS OF 1EP OR HIGHER

Issued By:

EHLANZENI DISTRICT MUNICIPALITY

8 van Niekerk Street

PO Box 3333

MBOMBELA

1200

Tel: 013 759 8500

Fax 013 755 8539

Email Address: pkhumalo@ehlanzeni.gov.za

Contact Person: Mr P Khumalo

NAME OF TENDERER:

CSD REG NO.:

CIDB No.:

TENDER OFFER (Inclusive of VAT): R.

TEL NUMBER:

Email Address:

CLOSING DATE: FRIDAY, 07 AUGUST 2024
TIME: 12H00

EHLANZENI DISTRICT MUNICIPALITY



SUPPLY, DELIVERY AND OFF-LOADING OF HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY

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EHLANZENI DISTRICT MUNICIPALITY



SUPPLY, DELIVERY AND OFF-LOADING OF HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY

TENDERING PROCEDURES

THE TENDER

Part T1:	Tendering Procedures
T1.1:	Tender notice and invitation to tender
T1.2:	Tender Data: Provided by the client
T1.3:	Tender Data: Standard Condition of Tender

T1.1 TENDER NOTICE AND INVITATION TO TENDER



CLOSING DATE: 07 AUGUST 2024
CLOSING TIME: 12H00

EHLANZENI DISTRICT MUNICIPALITY INVITES TENDERER' S FOR SUPPLY, DELIVERY AND OFF-LOADING OF HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY.

Ehlanzeni District Municipality hereby invite tenderer s who has experienced in public lighting equipment's and with a CIDB grading 1PE or Higher for the supply and delivery of high mast lights in Nkomazi Local Municipality.

1. Only tenderer s who have provided the following mandatory information and documents to be used to evaluate the tenderer s responsiveness will be considered for further evaluation on functionality and preference specific goals.
 - 1.1 Only bidders who are registered on the Central Supplier Database (CSD) will be considered and the copy of the CSD report not older than three months be submitted,
 - 1.2 Form of offer must be firm, VAT and other tax inclusive and valid at least Ninety (90) days from the closing date.
 - 1.3 No tender shall be considered for the person who are in the service of the state,
 - 1.4 Valid SARS PIN certificate must be attached,
 - 1.5 Attached original Certified copy of company registration documents issued by Companies and Intellectual Property Commission (CIPC) and tenderer must attach shareholder's certificates where applicable.
 - 1.6 Attached original Certified copies of Identity documents (ID) of all company directors,
 - 1.7 Verifiable copies of Municipal Account/s not older than three months for both the bidder and company directors or lease agreement of proof of residence (PTO) from the relevant traditional authority,
 - 1.8 Proof of registration with CIDB for a grading of 1EP or higher
 - 1.9 Fully completed tender document as issued and signed and submitted on the PDF document that has been issued and reproduced documents will be rejected. All certified copies must not be older than three months.
 - 1.10 Attached Certified letter from Department of Employment and Labour - COIDA registration letter,
 - 1.11 Tender Document must be completed in BLACK-INK by hand, otherwise if completed digitally documents will be rejected.
2. This tender will be evaluated on 80/20 Preference Points system in terms of approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The preference points system will be applied as follows:-
 - 2.1 The 80 points will be for price
 - 2.2 The 20 points will be allocated for the specific goals on a proportional or pro rata basis as mentioned below: -

POINTS FOR CONTRACTING AN ENTERPRISE OWNED BY HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS		
HISTORICALLY DISADVANTAGED PERSONS OR INDIVIDUALS	POINTS ALLOCATION	SOURCE DOCUMENTS REQUIRED TO CLAIM POINTS
100% black person or people owned enterprise	5,0	➤ A copy of a Full CSD report not older than 3 months

More than 30% woman or women shareholding or owned enterprise	2,5	➤ A copy of a Medical Certificate to confirm disability or stated on CSD report
more than 30% youth shareholding or owned enterprise	2,5	
More than 30% people living with disability shareholding or owned enterprise	2,5	
POINTS FOR IMPLEMENTING OF RDP PROGRAMMES		
Enterprises regarded as * EMEs located within the Ehlanzeni District Municipality area of jurisdiction	2,5	➤ A copy of a Full CSD report not older than 3 months NB: Points will only be awarded if the CSD physical address is the same as the address for the proof of residence required above.
B-BBEE level 1 contribution	5,0	➤ Certified Valid BBBEE certificate; or ➤ or Certified Valid EME and SME a sworn affidavit; or ➤ or Certified Valid CIPC issued certificate confirming annual turnover and level of Black Ownership
TOTAL PREFERENCE POINTS TO BE CLAIMED	20	

**EME's are exempted Micro Enterprise with an annual turnover of R 10 Million or less*

**All certified copies must not be three months old.*

Received tenders will be evaluated for responsiveness based on mandatory requirements and on functionality to obtain a minimum of 70 points out of a possible 100 points to qualify for further evaluation in line with 80/20 Preference Points System.

Tender Documents can be viewed and downloaded at no cost on Document sharing and collaboration Platform or Portal (NEPTUNE): <http://edmservices.ehlanzeni.gov.za> and National Treasure Portal from **Friday, 26 July 2024**. Further information regarding the download and uploading of the documents will be explained during the compulsory briefing session.

A compulsory briefing session will be held **on Wednesday, 31 July 2024, 10h00** at Ehlanzeni District Municipality complex, DMC, 8 Van Niekerk Street, Sonheuwel Central, Mbombela 1201.

Where bids should be submitted - Completed bid and other returnable documents must be submitted only in PDF format on the Document Sharing and Collaboration Platform or Portal: <http://edmservices.ehlanzeni.gov.za> on or before **Wednesday, 07 August 2024 not later than 12h00**.

Tender Documents received by telegram, fax and post will not be considered. Late tenders shall not be accepted.

Enquiry: Contact Person - ADMINISTRATION: Mr SP Khumalo at 013 759 8573 or pkhumalo@ehlanzeni.gov.za
TECHNICAL: Ms DD Magale at 013 759 8690 or dmabena@ehlanzeni.gov.za

Special Conditions:

Ehlanzeni District Municipality reserves the right to appoint for the whole or part of the tender or to cancel the tender

Employer: Municipal Manager: Dr N P Mahlalela
Ehlanzeni District Municipality
P.O. Box 3333
MBOMBELA
1200

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845- 3:2015 Edition1.

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3 Construction procurement, Part 3: Standard conditions of tender, that apply specifically to this tender.

The Tender Data shall be read with the Standard Conditions of Tender to expand on the Tenderer's obligations and the Employer's undertakings in administering the tender process in respect of the project under construction.

Clause Number	Data
	The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: Ehlanzeni District Municipality
3.2	The tender documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender Data: Provided by the client T1.3 Tender Data: Standard Conditions of Tender Part T2: Returnable Documents T2.1 List of returnable documents <u>THE CONTRACT</u> Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance - Not applicable under this tender C1.2 Contract Data C1.3 Contract specific data provided by the client C1.4 Data provided by the Service Provider Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Work C3: Scope of Work Part C4: Site information C4.1: Site Information – N/A

Clause Number	Data																																			
3.4	The Employer's Agent is: Not Applicable																																			
3.5	The language for communications is English.																																			
3.6	The competitive negotiation procedure shall not be applied.																																			
3.11.8	Scoring preference points This tender will be evaluated on 80/20 Preference Points system in terms of approved Preferential Procurement Policy of the Ehlanzeni District Municipality. The preference points system will, be applied as follows:- 2.1 The 80 points will be for price 2.2 The 20 points will be allocated for the specific goals on a proportional or pro rata basis as mentioned below:- Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)																																			
	<table><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (90/10 system) (To be completed by the organ of state)</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (90/10 system) (To be completed by the tenderer)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td>100% black person or people owned enterprise</td><td>N/A</td><td>5,0</td><td>N/A</td><td></td></tr><tr><td>More than 30% woman or women shareholding or owned enterprise</td><td>N/A</td><td>2,5</td><td>N/A</td><td></td></tr><tr><td>more than 30% youth shareholding or owned enterprise</td><td>N/A</td><td>2,5</td><td>N/A</td><td></td></tr><tr><td>More than 30% people living with disability shareholding or owned enterprise</td><td>N/A</td><td>2,5</td><td>N/A</td><td></td></tr><tr><td>Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction</td><td>N/A</td><td>2,5</td><td>N/A</td><td></td></tr><tr><td>B-BBEE level 1 contribution</td><td>N/A</td><td>5,0</td><td>N/A</td><td></td></tr></table>	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)	100% black person or people owned enterprise	N/A	5,0	N/A		More than 30% woman or women shareholding or owned enterprise	N/A	2,5	N/A		more than 30% youth shareholding or owned enterprise	N/A	2,5	N/A		More than 30% people living with disability shareholding or owned enterprise	N/A	2,5	N/A		Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	N/A	2,5	N/A		B-BBEE level 1 contribution	N/A	5,0	N/A	
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	Eligibility for preference points will be determined as follows: A tenderer's scorecard shall be a B-BBEE Verification Certificate issued in accordance with the revised Notice of Clarification published in the Notice 444 of 2015 published in Government Gazette 38799 on 15 May 2015 by the Department of Trade and Industry standards The scorecard shall be submitted as a certificate attached for responsiveness; and																																			

Clause Number	Data										
	The certificate shall: • Be an original or an original certified copy of the original; and • Have been issued by a Verification Agency accredited by the South African National Accreditation System (SANAS); or • Have been issued by a registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA); or • Be valid at the tender closing date; and • Have a date of issue less than 12 (twelve) months prior to the tender closing date; and • Failure to submit a valid Verification Certificate(s) and/o all the information for responsiveness, will result in the award of 0 (zero) points for preference; and • In the event of a Joint Venture (JV), a consolidated B-BBEE Verification Certificate in the name of the JV shall be submitted, as well as a valid B-BBEE Verification Certificate for each member of the JV; and										
	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: (1) 1EP or Higher Only those tenderers who are registered with the CIDB or are capable of being so registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 1EP or higher class of construction work, are eligible to have their tenders evaluated. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive. <table border="1"> <thead> <tr> <th>Category of tender</th><th>Upper limits per CIDB Table 8 Regulation 17</th></tr> </thead> <tbody> <tr> <td>Grade 1</td><td>R 0,5m</td></tr> <tr> <td>Grade 2</td><td>R 1,0m</td></tr> <tr> <td>Grade 3</td><td>R 3,0m</td></tr> <tr> <td>Grade 4</td><td>R 6,0m</td></tr> </tbody> </table> a) Joint Ventures are NOT eligible to submit bids provided that: b) Key Personnel For this contract, Key Personnel shall refer to: • Project Leader or Contract Manager who will have knowledge of materials needed. Note 1: Academic Qualifications Proof of academic qualifications in the form of copies must be attached to the Contracts Manager CV. Foreign qualifications must be accompanied by a certificate from Qualifications Certification Body. The proposed contracts manager shall be in possession of at least a National Diploma or B.Tech in Engineering or Construction Management. Failure to provide this proof of academic qualifications will result in the project leader and/or Site Agent being regarded as not having the minimum prescribed qualifications and will eliminate the tender from further evaluation.	Category of tender	Upper limits per CIDB Table 8 Regulation 17	Grade 1	R 0,5m	Grade 2	R 1,0m	Grade 3	R 3,0m	Grade 4	R 6,0m
Category of tender	Upper limits per CIDB Table 8 Regulation 17										
Grade 1	R 0,5m										
Grade 2	R 1,0m										
Grade 3	R 3,0m										
Grade 4	R 6,0m										

Clause Number	Data
	Note 2: Experience after qualification! A minimum of 3 years post qualification experience and working experience max 400V (3 Phase) infrastructure projects Note 3: Employment History (Involvement in comparable projects) Proof of employment history must be contained in the Curriculum Vitae (CV) and must include references and contact details. The CV must contain only necessary and relevant information for the purpose of this project (not marital status, hobbies, number of children, etc.). Failure to provide the employment history on CV shall warrant an automatic elimination of tender from any further evaluation. Note 4: Current Employment Confirmation of current employment in the form of letter from Employer must be attached. In the event a Contracts Manager is his/her own Employer, a letter confirming same must still be attached. The proposed Contracts Manager shall be a Senior Employee, the Director, or a Shareholder and in the direct employ of the Construction company. A proof or separate written confirmation must be attached to the CV. Where a proposed Contracts Manager is seconded from another construction company, an agreement between the two entities as well as a written undertaking confirming the person's full time availability for the duration of a project must be attached to the CV c) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender
4.8	Request clarifications at least 5 working days before the closing time.
4.13	PROJECT DESCRIPTION: SUPPLY, DELIVERY AND OFF-LOAD OF HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY TENDER NUMBER EDM/03/2024-25 Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's portal address: https://edmservices.ehlanzeni.gov.za.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance.
4.13.5	A two-envelope procedure will not be followed.
4.13.6	Bid documents must be submitted only in PDF through sharing and collaborating platform via the portal: https://edmservices.ehlanzeni.gov.za .
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 90 days .
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender. b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.

Clause Number	Data																																	
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.																																	
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.																																	
5.2	The employer shall issue addenda until 5 working days before tender closing time.																																	
5.4	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.																																	
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.																																	
5.9	Where there is an omission of a line item, no correction is possible, and the offer may be declared non-responsive. Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed and subject the tenderer to the sanction under 4.16.2. The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be considered in the evaluation of tenders.																																	
5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: <table><tr><th colspan="3">DESCRIPTION</th><th>Table number</th><th>Maximum points to be allocated</th></tr><tr><td rowspan="8">Specific project applicable expertise</td><td rowspan="4">Infrastructure of Firm</td><td>Previous Experience or Similar Projects</td><td>G</td><td>40</td></tr><tr><td>Financial references</td><td>H</td><td>15</td></tr><tr><td>All Risk Insurance</td><td>I</td><td>15</td></tr><tr><td colspan="2">Sub Total (Infrastructure of Firm)</td><td>70</td></tr><tr><td rowspan="3">Project team</td><td>Contracts Manager</td><td>J</td><td>20</td></tr><tr><td>Delivery lead Time</td><td>K</td><td>10</td></tr><tr><td colspan="2">Sub Total (Project Team)</td><td>30</td></tr><tr><td colspan="3">Total (Specific project applicable expertise)</td><td>100</td></tr></table> Tender offers will only be considered responsive and for placement on the database if the minimum quality requirement of 70 points is achieved.	DESCRIPTION			Table number	Maximum points to be allocated	Specific project applicable expertise	Infrastructure of Firm	Previous Experience or Similar Projects	G	40	Financial references	H	15	All Risk Insurance	I	15	Sub Total (Infrastructure of Firm)		70	Project team	Contracts Manager	J	20	Delivery lead Time	K	10	Sub Total (Project Team)		30	Total (Specific project applicable expertise)			100
DESCRIPTION			Table number	Maximum points to be allocated																														
Specific project applicable expertise	Infrastructure of Firm	Previous Experience or Similar Projects	G	40																														
		Financial references	H	15																														
		All Risk Insurance	I	15																														
		Sub Total (Infrastructure of Firm)		70																														
	Project team	Contracts Manager	J	20																														
		Delivery lead Time	K	10																														
		Sub Total (Project Team)		30																														
	Total (Specific project applicable expertise)			100																														
5.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: - the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) CSD is compulsory for any company to bid. - the tenderer is in good standing with SARS according to the Central Supplier Database; - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. - the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; - the tenderer has not:																																	

Clause Number	Data
	i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. - the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. - the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; - the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
5.17	The number of paper copies of the signed contract to be provided by the employer is One
5.19	All requests shall be in writing.

T1.3 TENDER DATA: STANDARD CONDITIONS OF TENDER

(As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015)

F.1 General

F.1.1 Actions

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

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

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the measurement according to the predetermined norms of a service or commodity design to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a Tenderer.

F.1.4 Communication and employer's agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations**F.2.1 Eligibility**

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

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

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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.

F.2.12 Alternative tender offers

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

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

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

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

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

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.

-
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- F.2.14** **Information and data to be completed in all respects**
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- F.2.15** **Closing time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16** **Tender offer validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.
- 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 Tenderer s 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), preference 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 and policies

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings**F.3.1 Respond to requests from the Tenderer**

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,
- or
- c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.
- d) Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an

obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- d) Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

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

F.3.11.2 Method 1: Financial Offer and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Confirm that tenders are eligible for the preference claimed and if so, score tender evaluation points for preference point
- 3) Calculate total tender evaluation points
- 4) Rank tender offers from the highest number of tender evaluation points to the lowest
- 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract unless there are compelling and justification reasons not to do so

F.3.11.3 Method 4: Financial Offer, Quality (Functionality) and Preference

In the case of a Financial Offer, functionality and preference point:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) Score tender evaluation points for financial offer.
- 3) Confirm that tenders are eligible for the preference claimed, and if so, score tender evaluation points for preferencing.
- 4) Calculate total tender evaluation points. Rank tender offers from the highest number of tender evaluation points to the lowest.
- 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract unless there are compelling and justification reasons not to do so.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1a	Option 2 a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$

- A Pm is the comparative offer of the most favorable comparative offer.
- P is the comparative offer of the tender offer under consideration.

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful Tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 ***Transparency in the procurement process***

- F3.19.1** The cidb prescripts require that tenders must be advertised and be registered on the cidb e-Tender system.
- F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- F3.19.4** The client must publish the information on a quarterly basis which contains the following information:
- i) Procurement planning process
 - ii) Procurement method and valuation Process
 - iii) Contract type
 - iv) Contract status
 - v) Number of firms tendering
 - vi) Cost estimate
 - vii) Contract title
 - viii) Contract firm(s)
 - ix) Contract price
 - x) Contract scope of work
 - xi) Contract start date and duration
 - xii) Contract evaluation reports
- F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.19.6** Consultative Forum must be an independent structure from the bid committees.
- F3.19.7** The information must be published on the employer's website.
- F 3.19.8** Records of such disclosed information must be retained for audit purposes.

EHLANZENI DISTRICT MUNICIPALITY



SUPPLY, DELIVERY AND OFF-LOADING OF HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY

TENDERING PROCEDURES

THE TENDER

Part T2:	Returnable Documents
T2.1	List of returnable documents

T2.1 RETURNABLE DOCUMENTS

T.2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete the **compulsory** returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form **represents a declaration that they vouch for the accuracy and correctness of the information provided**, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. **If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract.**
4. The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

FORM A	CERTIFICATE OF AUTHORITY
FORM B	RECORD OF ADDENDA
FORM C	DECLARATION OF INTEREST - MBD 4
FORM D	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 - MBD 6.1
FORM E	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES - MBD 8
FORM F	CERTIFICATE OF INDEPENDENT BID DETERMINATION - MBD 9
FORM G	PREVIOUS EXPERIENCE OR SIMILAR PROJECTS
FORM H	FINANCIAL REFERENCE
FORM I	ALL RISK INSURANCE
FORM J	CONTRACTS MANAGER
FORM K	DELIVERY LEAD TIME
FORM L	FUNCTIONALITY SUMMARY

Other documents required for tender evaluation purposes

The tenderer must complete the following returnable documents:

- ✓ Central Supply Database registration number
- ✓ Contractor's Certificate of Registration with **CIDB**
- ✓ Attached appointments OR Purchase order and completion Certificate or delivery note
- ✓ Tenderer's Financial Standing (Banking details, including bank rating of "C" or better)
- ✓ Attached Key personnel CV's
- ✓ And all other documents stated on the tender notice.

Other documents that will be incorporated into the contract

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

FORM A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken On.....20.....Mr/Msacting in the capacity of was authorized to sign all documents in connection with the tender for Contract Noand any contract resulting from it, on behalf of the company.

Chairman :

As Witnesses: 1.....

2.

Date :

(ii) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms..... Acting in the capacity ofto sign all documents in connection with the tender for Contract No.:and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

FORM B: RECORD OF ADDENDA

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

FORM C: DECLARATION OF INTEREST (MBD 4)**MBD4****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 a price quotation, advertised competitive bid, limited bid or proposal). 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 authorized 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 declaration 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):

2.4 Company Registration Number:

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 / perusal 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 199A9);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature.
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

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 the appropriate authority to undertake remunerative Work outside employment in the public sector? **YES / NO**

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

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

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

.....

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

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have 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? **YES / NO**

2.9. 1If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

4. DECLARATIONS

I, THE UNDERSIGNED (NAME & SURNAME)

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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

FORM D: PREFERENCE POINTS CLAIMS FORM IN TERMS OF THE PREFERENCE PROCUREMENT REGULATION (MBD 6.1)

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To**

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

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

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

1.4

The maximum points for this tender are allocated as follows:

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

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

1.6 Ehlanzeni District Municipality 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 Ehlanzeni District Municipality.

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:

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

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = 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—
- 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
 - 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 below: 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)
100% black person or people owned enterprise	N/A	5,0	N/A	
More than 30% woman or women shareholding or owned enterprise	N/A	2,5	N/A	
more than 30% youth shareholding or owned enterprise	N/A	2,5	N/A	
More than 30% people living with disability shareholding or owned enterprise	N/A	2,5	N/A	
Enterprises regarded as *EMEs located within the Ehlanzeni District Municipality area of jurisdiction	N/A	2,5	N/A	
B-BBEE level 1 contribution	N/A	5	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

FORM E: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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. 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	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>audialterampartem</i> rule was applied). 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.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

FORM F: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

FORM G: EXPERIENCE ON SIMILAR PROJECTS

Attached maximum of four (4) similar projects or purchase orders and delivery notes of similar work executed by the bidder in the past five years. The information provided should include:

- Customer / Client
- Company name
- Contact person
- Address
- Phone number
- Contract value
- Duration of contract
- Details of the services provided (Electrical environment)

It must be noted that the experience of the firm carries a maximum of **40 points** as indicated in the table below. If proof of appointment letter/Purchase Order and Delivery Note is not provided and certified, then the bidder shall obtain zero point on the experience of the firm.

(5 points for Appointment/ Purchase order and 5 points for Delivery Note or completion certificate)

Evaluation will be based on the projects of a similar nature, executed in the past five (5) years. Only experience from the tendering entity, and not by staff members, shall be considered.

Tenderers are required to only attach certified copies of appointment letters/ purchase order and completion certificates /Delivery note. Points will be allocated in the following manner.

Evaluation Criteria	Evaluation Criteria	Purchase Order or Appointment Letter	Delivery Note or Completion Certificate	Points Claimed
Company experience in terms of projects completed.	1 Project	5	5	
	2 Projects	10	10	
	3 Projects	15	15	
	4 or more Projects	20	20	
Sub-Total			40	
TOTAL			40	

*The evaluation shall be based on the similar nature projects executed in the past five years. Only experience from the tendering entity, **and not by staff members, sub-contracting will be considered.***

FORM H: FINANCIAL REFERENCE**DETAILS OF TENDERERS BANKING INFORMATION**

BANK NAME:											
ACCOUNT NAME: (e.g. ABC Civil Construction cc)											
ACCOUNT TYPE: (e.g. Savings, Cheque etc)											
ACCOUNT NO:											
ADDRESS OF BANK:											
CONTACT PERSON:											
TEL. NO. OF BANK / CONTACT:											
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)	
0-6 months											
7-12 months											
13-24 months											
More than 24 months											
BANK RATING	MAXIMUM CLAIMABLE POINTS	POINTS CLAIMED									
No bank rating	0										
"D" Bank Rating	0										
"C" Bank Rating	15										
"B" or better Bank Rating	15										
MAXIMUM POINTS OBTAINABLE	15										

The tenderer will receive a maximum of 15-points based on information provided in this schedule.

DETAILS OF TENDERERS BANKING INFORMATION**Notes to tenderer:**

- The tenderer shall attach to this form an **Original Letter** from the bank not older than three (3) months confirming the bank account, details and bank rating. **Failure to provide the required letter with the tender submission shall render the tenderer's offer non-responsive.**
- Points will be allocated as contained in Form L,
If the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

FORM I: ALL RISK INSURANCE

Attached proof of a valid all risk insurance policy (certified copy or original) from a recognized financial institution.

			To be completed By EDM
	Max Points	Claimed Points	Points Allocated
Attached proof of a valid all risk insurance policy	15		

Name of Insurer

Company Registration number

Insurance Policy number

Financial Services and Credit Provider number

Signed: _____

Date: _____

Name: _____

Position: _____

Tenderer: _____

FORM J: TEAM LEADER

The Bidding Entity shall provide the key personnel including proof of CVs and certified qualifications on all full or part-time as listed in the schedule below.

					To be completed By EDM
			Max. Points	Points Claimed	Points Allocated
Proposed Team Leader (Attach certified copies of Educational Qualifications Certificates) <i>Qualifications: National Diploma Electrical Engineering or construction qualification or higher with Years of experience: 3 years and more</i>					
Name & Surname	Minimum Qualification	Similar Project Experience	20		
TOTAL			20		

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

FORM K: DELIVERY LEAD TIME

No.	FUNCTIONALITY	TENDER ED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Delivery Lead time			
1.1	Delivered between 1 – 8 weeks	10		
1.2	Delivered from 8 weeks and above	8		
	SUB TOTAL:	10 Max		

NOTE: Attach a dully signed letter on your company letterhead stating delivery times

Signed

Date

Name

Position

Tenderer

FORM L: FUNCTIONALITY SUMMARY**STEP 1**

Bidders will firstly be evaluated on their responsiveness. This includes the following

1. All responsive document completed as per advert including below items
2. Joint venture agreement and power of attorney in case of joint venture
3. Signing Form of Offer
4. Pricing Schedule filled in using a black ink not reproduced document
5. Submitting all documentation required

Failure to submit the above will result in automatic disqualification

STEP 2

According to the MFMA Circular No. 53 of the Municipal Finance Act No. 56 of 2003, Bidders will also be evaluated on Functionality. The minimum Score for functionality is **70%, 70** points out of **100**.

DESCRIPTION			Schedule	Maximum points to be allocated	Points claimed by Tenderer	Allocated points
Specific project applicable expertise	Infrastructure of Firm	Experience Similar Projects	G	40		
		Financial references	H	15		
		All risk Insurance	I	15		
		Sub Total (Infra. of Firm)		70		
	Project team	Team leader	J	20		
		Delivery lead time	K	10		
		Sub Total		30		
	Total (Specific project applicable expertise)			100		

Signed _____

Date _____

Name _____

Position _____

Tenderer _____

EHLANZENI DISTRICT MUNICIPALITY



SUPPLY, DELIVERY AND OFF-LOADING OF HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY

C1 CONTRACT DATA

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance - Not applicable under this tender
- C1.2 Contract Data

Part C2: Pricing Data

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

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

EHLANZENI DISTRICT MUNICIPALITY



SUPPLY, DELIVERY AND OFF-LOADING OF HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY

AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

FORM C.1.1: 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:

**TENDER NUMBER EDM/03/2024-25 - SUPPLY, DELIVERY AND OFF-LOADING OF
HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY**

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

THE OFFERED TOTAL PRICE INCLUSIVE OF VALUE ADDED TAX IS

Rands in Words

.....

.....

..... Rand (in words);

R Rand (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 Contractor in the Conditions of Contract identified in the Contract Data.

FOR THE TENDERER:

Signature(s) _____

Name and Surname _____

Capacity _____

For the tenderer _____

(Name and address of organization)

Name & Signature

Of Witness

Name

Date

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 Contractor 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
- Part 5 Additional Documentation

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 authorized 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 Contractor) 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.

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organization)

Name & Signature

Of Witness _____ Date _____

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 _____

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.

FOR THE TENDERER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organization)

Name & Signature

Of Witness _____ Date _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organization)

Name & Signature

Of Witness _____

Date _____

C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

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

Clause	Description
1.1.1.5	'Commencement date' means the date that the Agreement made in terms of Form of offer and acceptance comes into effect.
1.1.1.12	"Day" shall mean a calendar day
1.1.1.13	The Defects Liability Period is 0 months
1.1.1.14	The time to achieve "Due Completion date" is 8 weeks
1.1.1.15	The Name of the "Employer" is the Ehlanzeni District Municipality . The name representing the Employer is The Municipal Manager: Dr NP Mahlalela
1.1.1.16	The Employer's Agent is Not applicable.
1.1.1.27	The contract is a Re-Measurable of materials supplied
1.2.1.2	The Employer's address for receipt of communications is: Municipal Manager: Dr NP Mahlalela Physical address: 8 Van Niekerk Street MBOMBELA 1200 Postal address: PO Box 3333 MBOMBELA 1200 Telephone: 013 759 8500 Fax: 013 755 3157 E-mail: pkhumalo@ehlanzeni.gov.za
5.2.1	The 'Commencement of the Contract' shall commence on the same day of the commencement Date.
5.3.1	The documentation required before commencement with Works: None

Clause	Description
5.3.2	The documentation referred to in Clause 5.3.1 is not submitted within 7 days from the Commencement date, or found to be unacceptable the employer may terminate the contract
5.3.3	The contractor shall commence carrying out works within the commencement date.
5.8.1	The non-working days are public holidays. The special non-working days are: What is commonly referred to "Builders break" in the build environment from 15 December 2024 to the second Monday of the 10 January 2025
5.13.1	The penalty for failing to complete the works by Due Completion Date is R 150.00 per working day.
6.10.1.5	The percentage allowance advance on material on material not yet built into the permanent Works is 80% - Not Applicable
6.10.3	The limit of retention money is 10% of the money due to contractor
6.10.5	The total 10% retention money shall be released after the delivery note has been submitted and material confirmed by beneficiary municipality.

PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract for Construction Works*, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

Clause	Description
1.1.1.9	The Contractor is The Contractor's address for receipt of communications is: Physical address: Postal address:
1.2.1.2	 Telephone : Cell Phone No.: Fax: E-mail:

C.2.1 PRICING INSTRUCTIONS

1. All activities must be invoiced once the delivery has been received either in full or partially.
2. Payment will be based on the completion of supplier of materials, provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.
3. The total price for the activities shall not be exceeded without prior written approval and agreement of the Client.
4. The Schedule of Activities and the Bills of Quantities comprises items covering the service provider's profit and costs of general liabilities and includes costs of all services.
5. **All rates and amounts must be completed by hand in black Ink.**
6. The schedule items cover the service provider's profit or general liabilities and the construction of temporary and permanent risk.
7. For the purposes of this Schedule of Activities and Bills of Quantities, the following words shall have the meanings hereby assigned to them:
 - a) Unit: The unit of measurement for each item of Service provided as defined in the Standardized Project or Particular Specifications.
 - b) Quantity (Qty): The number of units of work/service provision for each item.
 - c) Rate: The payment per unit of work/provision of services at which the Tenderer Tenders to do the work.
 - d) Amount: The quantity of an item multiplied by the Tendered rate of the (same) item.
 - e) Sum: An amount Tendered for an item, the extent of which is described in the schedule of activities, the scope of works or elsewhere, but of which the quantity of work is not measured in units.

C.2.2 BILL OF QUANTITIES**SCHEDULE 1: SUPPLY, DELIVER AND OFF-LOAD**

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
1.	Supply and Delivery minimum of 400-Watt LED Flood Lights fittings	No.	28		R
Scheduled 1: Total Carried to Summary					

	DESCRIPTION	AMOUNT
1	SCHEDULE 1: SUPPLY, DELIVER AND OFFLOAD	R
A	SUB TOTAL 1	R
	ADD 10% CONTINGENCIES	R
B	SUB TOTAL B	R
	15% VAT	R
C	TOTAL TENDERED AMOUNT	R

The following is a schedule that takes note of the prices that the Tenderer is offering:

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this contract document upon which my/ our tender for Tender No.: EDM/03/2024-25: SUPPLY, DELIVER AND OFF-LOAD HIGH MAST LIGHTS PARTS IN NKOMAZI LOCAL MUNICIPALITY has been based.

SIGNED ON BEHALF OF THE TENDERER:

C3: SCOPE OF WORK

PART C.3: SCOPE OF SERVICE

C.3.1 TERMS OF REFERENCE FOR: APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER AND OFF-LOAD LED LIGHTS IN NKOMAZI LOCAL MUNICIPALITY

3.1.1 Introduction

Ehlanzeni District Municipality invites the suppliers or contractors to bid for the supply and delivery of LED Lights for existing High mast lights in Nkomazi Local Municipality. The LED lights will be delivered in Nkomazi Local Municipality, Malelane electrical Workshop.

3.1.2 Letter of Supplier arrangement

The Tenderer must submit a letter from the supplier indicating the arrangement between all parties for

- the delivery of the material,
- the specification of material,
- the weight
- packaging
- time off delivering after receiving the order
- Company details of supplier
- Location of Supplier

The above-mentioned letter must be attached to **Schedule K**

3.1.3 Packing

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit.

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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

C.3.2 FORMAT OF COMMUNICATION

All requests for formal approval from the contractor, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

C.3.3 MANAGEMENT MEETINGS

Other than attendance at at-least monthly site meetings once the construction contract is let, there are no requirements for a regular management meeting in respect of this project. The Service Provider shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by at least one of the key personnel.

C.3.4 CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses.

C.3.5 EMPLOYERS RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance of the Service Provider which inhibits the progress of the construction contractor, and which leads to an extension of time with costs.