STEVE TSHWETE LOCAL MUNICIPALITY

REQUEST FOR FORMAL WRITTEN QUOTATION

CONTRACT NO. TEE/01/06/2011

THE ELECTRIFICATION OF ROCKDALE PHASE II:

PROVISION OF CONSULTING ELECTRICAL ENGINEERING SERVICES

NAME OF TENDERER : ________________________________________________
TENDERED AMOUNT : ______________________________________________
TEL NUMBER : _____________________________________________________
FAX NUMBER : ____________________________________________________

ISSUED BY:
MUNICIPAL MANAGER
STEVE TSHWETE LOCAL MUNICIPALITY
P O BOX 14
MIDDELBURG
1050

DATE: 2011-06-24

CLOSING DATE: MONDAY 2011-07-11 AT 12:00
INDEX

SCHEDULE OF DOCUMENTS

THE BID

T1: BIDDING PROCEDURES

T1.1: Invitation to bid

T1.2: Tender Data

T1.3: Standard Conditions of Tender

T2: RETURNABLE DOCUMENTS

T2.1 List of submission data required for bid evaluation purposes

T2.2 Returnable Schedules

T2.2.1 Returnable schedules required for bid evaluation purposes

T2.2.2 Compulsory municipal bid documentation

THE CONTRACT

C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C2: PRICING SCHEDULE
SCHEDULE OF DOCUMENTS

The Bid Documents for this Contract comprises of the following:

THE BID

T1: Bidding procedures

T1.1. Invitation to Bid
T1.2. Tender Data
T1.3 Standard Conditions of Tender

T2: Returnable documents

T2.1 List submission data required

Schedule 6: Evaluation Schedule: Project Proposal
Schedule 7: Evaluation Schedule: Performance record on similar projects
Schedule 8: Evaluation Schedule: Proposed organization and staffing
Schedule 9: Evaluation Schedule: Experience of Key Staff

T2.2 Returnable Schedules

T2.2.1 Returnable Schedules Required for Tender Evaluation Purposes

1.1 Schedule 1: Resolution of Board of Directors
1.2 Schedule 2: Schedule of proposed sub-contractors
1.3 Schedule 3: Record of Addenda to tender documents
1.4 Schedule 4: Clarification Meeting Attendance Certificate
1.5 Schedule 5: Compulsory enterprise questionnaire

T2.2.2 Compulsory Municipal Bid Documentation

2.1 MBD 4: Declaration of Interest
2.2 MBD 6.1: Preference Certificate
2.3 MBD 6.11: Promotion of enterprises in the Steve Tshwete Municipal Area
2.4 MBD 8: Declaration of bidder's past supply chain management practises
2.5 MBD 9: Certificate of Independent Bid Determination

THE CONTRACT

C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

Form of Offer
Form of Acceptance
Schedule of Deviations

C1.2 Contract Data

Part 1: Data provided by the Employer
Part 2: Data provided by the Service Provider
C2: Pricing Schedule
   C2.1 Pricing Instructions
   C2.2 MBD 3.3: Schedule of Quantities
C3: Scope of Work
   C3. Scope of Work

GENERAL CONDITIONS OF CONTRACT

ANNEXURE A: SITE LAYOUT PLAN
THE BID

T1: BIDDING PROCEDURES
T1.1: INVITATION TO BID

STEVE TSHWETE LOCAL MUNICIPALITY

REQUEST FOR FORMAL WRITTEN QUOTATION

THE ELECTRIFICATION OF ROCKDALE PHASE II : PROVISION OF CONSULTING ELECTRICAL ENGINEERING SERVICES

The Steve Tshwete Local Municipality hereby invites quotations for the provision of Normal Services in respect of the Scope of Services contained in the bid document.

A duly completed quotation enclosed in a sealed envelope marked “BID NO. TEE/01/06/2011: THE ELECTRIFICATION OF ROCKDALE PHASE II: PROVISION OF CONSULTING ELECTRICAL ENGINEERING SERVICES” with the name of the Bidder, shall be deposited in the tender box provided at the Steve Tshwete Local Municipality on the 2nd Floor, Civic Centre, Wanderers Avenue, Middelburg, before 12h00 on the closing date. The bids will be opened in public.

Tenderers shall pay special attention to the Conditions and Provisions of the Conditions of Tender, which are included in the Bid Documents. The Steve Tshwete Local Municipality does not bind itself to accept the lowest or any quote.

A compulsory clarification meeting with representatives of the Employer will take place at the Municipal Library c/o Kerk Street and Wanderers Avenue on Thursday 30 June 2011 starting at 10:00 hrs.

Technical queries may be directed to the Department of the Town Electrical Engineer.

Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late bids will not be accepted.

The Council is not bound to accept the lowest or any quote.

Contact Person: Sakkie Rossouw
Tel No: 013 249 7230 or 083 635 0998

Employer: The Municipal Manager: Mr. W.D. Fouche
Steve Tshwete Local Municipality
P.O. Box 14
MIDDELBURG, 1050
The Conditions of Tender is the Standard Conditions of Tender as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers in this Tender in the section T1.3 of the Tender Data.

The Standard Conditions of Tender for procurement 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 standard conditions of tender for procurement other than disposals.

Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender

<table>
<thead>
<tr>
<th>CLAUSE NUMBER</th>
<th>TENDER DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1.1</td>
<td>The employer is the Steve Tshwete Local Municipality</td>
</tr>
<tr>
<td></td>
<td>The single volume approach is adopted for this contract.</td>
</tr>
<tr>
<td></td>
<td>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the “Offer” section in the “Form of Offer and Acceptance” and delivering the single volume procurement document back to the Steve Tshwete Municipality bound up as it was when it was received.</td>
</tr>
<tr>
<td></td>
<td>The tender documents issued by the Employer comprise of the following:</td>
</tr>
<tr>
<td></td>
<td><strong>TENDER</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part T1: Tendering procedures</strong></td>
</tr>
<tr>
<td></td>
<td>T1.1 - Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 - Tender data</td>
</tr>
<tr>
<td></td>
<td>T1.3 – Standard Conditions of Tender</td>
</tr>
<tr>
<td></td>
<td><strong>Part T2: Returnable documents</strong></td>
</tr>
<tr>
<td></td>
<td>T2.1- List of submission data</td>
</tr>
<tr>
<td></td>
<td>T2.2 - Returnable schedules</td>
</tr>
<tr>
<td></td>
<td><strong>CONTRACT</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part C1: Agreements and contract data</strong></td>
</tr>
<tr>
<td></td>
<td>C1.1 Form of offer and acceptance</td>
</tr>
<tr>
<td></td>
<td>C1.2 Contract data</td>
</tr>
<tr>
<td></td>
<td><strong>Part C2: Pricing Schedule</strong></td>
</tr>
<tr>
<td></td>
<td>C2.1 Pricing Instructions</td>
</tr>
<tr>
<td></td>
<td>C2.2 Priced fees and disbursements</td>
</tr>
<tr>
<td></td>
<td><strong>Part C3: Scope of work</strong></td>
</tr>
<tr>
<td></td>
<td>C3 Scope of work</td>
</tr>
<tr>
<td>F1.2</td>
<td>The employer’s agent is:</td>
</tr>
<tr>
<td></td>
<td>Name: Sakkie Rossouw</td>
</tr>
<tr>
<td></td>
<td>Capacity: Asst Town Electrical engineer</td>
</tr>
<tr>
<td></td>
<td>Address: Steve Tshwete Local Municipality</td>
</tr>
<tr>
<td></td>
<td>P.O. Box 14, Middelburg, 1050</td>
</tr>
<tr>
<td></td>
<td>Tel: 013 249 7230</td>
</tr>
<tr>
<td></td>
<td>Fax: 013 249 7085</td>
</tr>
<tr>
<td></td>
<td>E-mail: <a href="mailto:srossouw@stevetshwetelm.gov.za">srossouw@stevetshwetelm.gov.za</a></td>
</tr>
<tr>
<td>F1.4</td>
<td>A competitive negotiation procedure will not be followed</td>
</tr>
</tbody>
</table>
| F2.1.1        | Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:
<table>
<thead>
<tr>
<th>CLAUSE NUMBER</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tenderer is registered on the Supplier Database of the municipality</td>
</tr>
<tr>
<td>2.</td>
<td>Tenderer is qualified and professionally registered for the consultancy service to be provided</td>
</tr>
<tr>
<td>3.</td>
<td>Tenderer has the managerial capacity, reliability and experience regarding the nature of the project</td>
</tr>
</tbody>
</table>

**F2.7**
The arrangements for the compulsory clarification meeting are:
- Location: Municipal Library Auditorium, c/o Wanderers avenue & Kerk street, Middelburg
- Date: Thursday 30 June 2011
- Starting time: 10:00

**F2.8**
The closing time for submission of tender offers is as indicated in the tender notice

**F2.12.1**
No alternative offers will be accepted

**F2.13.3**
Additional copies of the tender offer will not be required

**F2.13.5**
The employer’s address for delivery of tender offers and identification details to be shown on such tender offer package are:
- Location of tender box: Steve Tshwete Local Municipality
- Physical address: 2nd floor, Civic centre, Wanderers Avenue, Middelburg
- Identification details: As indicated in the tender notice

**F2.13.6**
A two-envelope procedure will not be followed.

**F2.19**
The site of works is located North East of the Hendrina road/N4 Highway intersection

**F2.22**
Not a requirement.

**F2.23**
The tenderer is required to submit with his tender an original valid Tax Clearance Certificate issued by the South African Revenue Services

**F3.4**
The location for opening of the tender offers, immediately after the closing time thereof shall be at:
- Time: 12:00 hours on Monday 11 July 2011
- Location: Room C309. Details of the room location where tenders will be opened can be obtained on the day from Room C309

**F3.11**
The procedure for the evaluation of responsive tenders is Method 2.

**F3.13.1**
Tender offers will only be accepted if:
- a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services
- b) the tenderer is not in arrears for more than 3 months with municipal rates and
<table>
<thead>
<tr>
<th>CLAUSE NUMBER</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>laxes and municipal service charges;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) the tenderer or any of its directors 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; and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>d) the tenderer has not:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>i) abused the Employer’s Supply Chain Management System; or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii) failed to perform on any previous contract and has been given written notice to this effect.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>e) it is considered that the performance of the services will not be compromised through any conflict of interest.</td>
<td></td>
</tr>
<tr>
<td>F3.17</td>
<td>The number of paper copies of the signed Contract to be provided by the Employer is one.</td>
<td></td>
</tr>
</tbody>
</table>
T1.3: STANDARD CONDITIONS OF TENDER


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

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

F.1.3.3 For the purposes of these conditions 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 organisation 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 organisation which employs that employee.

b) comparative offer means the tenderer’s financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
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; and

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) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer’s agent

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

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

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

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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

F.2.4 Confidentiality and copyright of documents
Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents
Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda
Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting
Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(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) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 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.2.13 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 (not less than 90 days) 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 tenderers or substance of the tender offer is sought, offered, or permitted.

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

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 as a consequence:

a) an individual firm, or a joint venture as a whole, 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;

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 from 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.
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, preferences claimed 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 the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

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

a) 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.

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 responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 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

c) arithmetic errors in:

i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) 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.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 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

In the case of a financial offer:

a) Rank tender offers from the most favourable to the least favourable comparative offer.

b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

b) Calculate the total number of tender evaluation points \( (T_{EV}) \) in accordance with the following formula:

\[ T_{EV} = N_{FO} + N_{P} \]

where: \( N_{FO} \) is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

\( N_{P} \) is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points \( (T_{EV}) \) in accordance with the following formula:

\[ T_{EV} = N_{FO} + N_{Q} \]

where: \( N_{FO} \) is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

\( N_{Q} \) is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:
a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points \((T_{ev})\) in accordance with the following formula, unless otherwise stated in the Tender Data:

\[ T_{ev} = N_{FO} + N_{P} + N_{Q} \]

where:
- \(N_{FO}\) is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
- \(N_{P}\) is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- \(N_{Q}\) is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

### F.3.11.6 Decimal places

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

### F.3.11.7 Scoring Financial Offers

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

\[ N_{FO} = W_{r} \times A \]

where:
- \(N_{FO}\) is the number of tender evaluation points awarded for the financial offer.
- \(W_{r}\) is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- \(A\) is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

<table>
<thead>
<tr>
<th>Formula</th>
<th>Comparison aimed at achieving</th>
<th>Option 1</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Highest price or discount</td>
<td>(A = 1 + \frac{(P - P_{m})}{P_{m}})</td>
<td>(A = \frac{P}{P_{m}})</td>
</tr>
<tr>
<td>2</td>
<td>Lowest price or percentage commission / fee</td>
<td>(A = 1 - \frac{(P_{m} - P)}{P_{m}})</td>
<td>(A = \frac{P_{m}}{P})</td>
</tr>
</tbody>
</table>

\(P_{m}\) = the comparative offer of the most favourable tender offer.
\(P\) = the comparative offer of tender offer under consideration.

### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.
F.3.11.9 **Scoring quality**

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

\[ N_Q = W_2 \times \frac{S_Q}{M_S} \]

where:
- \( S_Q \) is the score for quality allocated to the submission under consideration;
- \( M_S \) is the maximum possible score for quality in respect of a submission; and
- \( W_2 \) is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

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 unacceptable commercial 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, 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.
T2: RETURNABLE DOCUMENTS
T2.1 LIST OF SUBMISSION DATA REQUIRED FOR EVALUATION PURPOSES

Schedule 6: Evaluation Schedule: Project Proposal
Schedule 7: Evaluation Schedule: Performance record on similar projects
Schedule 8: Evaluation Schedule: Proposed organization and staffing
Schedule 9: Evaluation Schedule: Experience of Key Staff

SUBMISSION DATA

<table>
<thead>
<tr>
<th>NO.</th>
<th>INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The client is the Steve Tshwete Local Municipality</td>
</tr>
<tr>
<td>2</td>
<td>The list of Returnable Documents identifies which of the documents must be completed when submitting a proposal. The complete Request for Proposal document, together with all requested supporting documentation and the completed Returnable Documents must be submitted to the Steve Tshwete Local Municipality.</td>
</tr>
<tr>
<td>3</td>
<td>Proposals will be evaluated on the extent to which the following quality criteria is addressed:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of quality criteria</th>
<th>Maximum number of tender evaluation points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Proposal</td>
<td>30</td>
</tr>
<tr>
<td>Bidder’s experience</td>
<td>30</td>
</tr>
<tr>
<td>Organisation, staffing and physical resources</td>
<td>20</td>
</tr>
<tr>
<td>Experience of key staff</td>
<td>20</td>
</tr>
<tr>
<td>Maximum total evaluation points for quality (M_q)</td>
<td>100</td>
</tr>
</tbody>
</table>

Only those proposals that score a minimum 75 points in respect of these quality criteria will be considered for shortlisting. Only shortlisted companies will be invited to submit bids for Stage 2: Financial Bid.
Shortlisted companies may be requested to make a verbal presentation on their proposal.

<table>
<thead>
<tr>
<th>4</th>
<th>The arrangements for the clarification meeting are:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Location: Municipal Library Auditorium, c/o Wanderers avenue &amp; Kerk street, Middelburg</td>
</tr>
<tr>
<td></td>
<td>Date: Thursday, 30 June 2011</td>
</tr>
<tr>
<td></td>
<td>Starting time: 10:00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th>The proposals shall be scored independently by not less than three evaluators in accordance with the criteria indicated in bullet 3 above of submission data.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Scores of 0, 25, 50, 75 or 100 will be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules. The scores of each of the evaluators will then be totalled, averaged, weighted and then totalled to obtain the final score for quality.</td>
</tr>
</tbody>
</table>
EVALUATION SCHEDULE: PROJECT PROPOSAL

Bidder must attach a Project Proposal based on Section C3: Scope of the Project

The Project Proposal document must be attached after this page.

The scoring of the Project Proposal will be as follows:

<table>
<thead>
<tr>
<th>Scoring</th>
<th>Technical approach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-responsive (score 0)</td>
<td>No information has been provided, or the information provided is not relevant to the project objectives</td>
</tr>
<tr>
<td>Poor (score 25)</td>
<td>The approach is poor and is unlikely to satisfy project objectives or requirements. The Bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</td>
</tr>
<tr>
<td>Satisfactory (score 50)</td>
<td>The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.</td>
</tr>
<tr>
<td>Good (score 75)</td>
<td>The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project.</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Besides meeting the “good” rating, the issue is approached in an innovative and efficient way, indicating that the Bidder has outstanding knowledge of state-of-the-art approaches. The approach details ways to improve the project outcomes and the quality of the outputs</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that he/she has read and accepted the contents of this schedule.

Signed: ________________________________  Date: _______________________________

Name: _________________________________  Position: _________________________
SCHEDULE 7

EVALUATION SCHEDULE: PERFORMANCE RECORD ON SIMILAR PROJECTS

The Bidder must attach his / her Performance Record after this page.

Verifiable references with contact details must be provided. A lack of contactable references may result in the rejection of the proposal.

The scoring of the performance record will be as follows:

<table>
<thead>
<tr>
<th>Scoring</th>
<th>General qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-responsive (score 0)</td>
<td>No information has been provided, or the information provided is not relevant to the project objectives</td>
</tr>
<tr>
<td>Poor (score 25)</td>
<td>Limited or indirect experience on similar, but not identical projects</td>
</tr>
<tr>
<td>Satisfactory (score 50)</td>
<td>Direct experience on similar, but not identical projects</td>
</tr>
<tr>
<td>Good (score 75)</td>
<td>Limited experience on identical projects</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Extensive experience on identical projects</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that he/she has read and accepted the contents of this schedule.

Signed: ________________________________  Date: _______________________________
Name: _________________________________  Position: ____________________________
SCHEDULE 8

EVALUATION SCHEDULE: PROPOSED ORGANISATION AND STAFFING

The Bidder must attach his / her organization and staffing proposals to this page.

The scoring of the proposed organization and staffing will be as follows:

<table>
<thead>
<tr>
<th>Scoring</th>
<th>General qualifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-responsive (score 0)</td>
<td>No information has been provided</td>
</tr>
<tr>
<td>Poor (score 20)</td>
<td>The organization chart is sketchy, the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities.</td>
</tr>
<tr>
<td>Satisfactory (score 50)</td>
<td>The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables.</td>
</tr>
<tr>
<td>Good (score 75)</td>
<td>Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good coordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short term experts. Some members of the project team have worked together before on limited occasions.</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past.</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that he/she has read and accepted the contents of this schedule.

Signed: ________________________________  Date: _______________________________

Name: _________________________________  Position: ______________________________
SCHEDULE 9

EVALUATION SCHEDULE: EXPERIENCE OF KEY STAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
   - name
   - date and place of birth
   - place(s) of tertiary education and dates associated therewith
   - professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Name of current employer and position in enterprise
4. Overview of post graduate / diploma experience (year, organization and position)
5. Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

<table>
<thead>
<tr>
<th></th>
<th>General qualifications (Greater weighting will be given to the team leader)</th>
<th>Adequacy for the assignment (Greater weighting will be given to the team leader)</th>
<th>Knowledge of issues pertinent to the project (Greater weighting will be given to the team leader)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-responsive (score 0)</td>
<td>No information has been provided</td>
<td>No information has been provided</td>
<td>No information has been provided</td>
</tr>
<tr>
<td>Poor (score 20)</td>
<td>Key staff have limited levels of general experience</td>
<td>Key staff have limited levels of project specific education, training and experience</td>
<td>Key staff have limited experience of issues pertinent to the project</td>
</tr>
<tr>
<td>Satisfactory (score 50)</td>
<td>Key staff have reasonable levels of general experience</td>
<td>Key staff have reasonable levels of project specific education, training and experience</td>
<td>Key staff have reasonable experience of issues pertinent to the project</td>
</tr>
<tr>
<td>Good (score 80)</td>
<td>Key staff have extensive levels of general experience</td>
<td>Key staff have extensive levels of project specific education, training and experience</td>
<td>Key staff have extensive experience of issues pertinent to the project</td>
</tr>
<tr>
<td>Very good (score 100)</td>
<td>Key staff have outstanding levels of general experience</td>
<td>Key staff have outstanding levels of project specific education, training and experience</td>
<td>Key staff have outstanding experience of issues pertinent to the project</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed: ________________________________  Date: _____________________________________
Name: _________________________________   Position: ___________________________________
T2.2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

1.1 Schedule 1: Resolution of Board of Directors
1.2 Schedule 2: Schedule of proposed sub-contractors
1.3 Schedule 3: Record of Addenda to tender documents
1.4 Schedule 4: Clarification Meeting Attendance Certificate
1.5 Schedule 5: Compulsory enterprise questionnaire
SCHEDULE 1

RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_______________________________________________________________________________

Held at ______________________________________________ (place)

On _________________________________________________ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to the Steve Tshwete Local Municipality in respect of the following project:

   THE ELECTRIFICATION OF ROCKDALE PHASE II: PROVISION OF CONSULTING ELECTRICAL ENGINEERING SERVICES

   Bid / Tender Number: TEE/01/06/2011

2. *Mr/Mrs/Ms: ____________________________________________________________________

   in *his/her Capacity as: __________________________________________(Position in the Enterprise)

   and who will sign as follows: ______________________________________________________

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

<table>
<thead>
<tr>
<th>Name</th>
<th>Capacity</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:
1. * Delete which is not applicable
2. NB. This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP
We notify you that it is our intention to employ the following sub-contractors for work in this contract. If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed sub-consultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

<table>
<thead>
<tr>
<th>Name and address of proposed sub-contractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with sub-contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of representative</th>
<th>Signature</th>
<th>Capacity</th>
<th>Date</th>
</tr>
</thead>
</table>

Name of organisation:
**SCHEDULE 3**

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

I / We confirm that the following communications received from the Steve Tshwete Municipality before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: (Attach additional pages if more space is required)

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**SCHEDULE 4**

**CLARIFICATION MEETING ATTENDANCE CERTIFICATE**

This is to certify that I, ____________________________________________ representing ____________________________________________ in the company of ______________________________________ attended the clarification meeting on Thursday 30 June 2011.

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

<table>
<thead>
<tr>
<th>Name of Tenderer</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Municipal Representative</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** …………………………………………………………………………………………………………………………….

**Section 2: VAT registration number, if any:** ……………………………………………………………………………………………………………….

**Section 3: Particulars of sole proprietors and partners in partnerships**

<table>
<thead>
<tr>
<th>Name*</th>
<th>Identity number*</th>
<th>Personal Income tax number*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 4: Particulars of companies and close corporations**

- Company registration number ………………………………………………………………………………………………………………………….
- Close corporation number ……………………………………………………………………………………………………………………………..
- Tax reference number …………………………………………………………………………………………………………………………………

**Section 5: Record in the service of the state**

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

| A member of any municipal council | A employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public finance Management Act, 1999 (Act 1 of 1999) |
| A member of any provincial legislation | A member of an accounting authority of any national or provincial public entity |
| A member of the National Assembly or the National Council of Province | A employee of Parliament or a provincial legislature |
| A member of the board of directors of any municipal entity | An official of any municipality or municipal entity |

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

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section 6: Records of spouses, children and parents in the service of the state

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

<table>
<thead>
<tr>
<th>A member of any municipal council</th>
<th>An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management act, 1999 (Act 1 of 1999)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A member of any provincial legislature</td>
<td>A member of an accounting authority of any national or provincial public entity</td>
</tr>
<tr>
<td>A member of the National Assembly or the National Council of Province.</td>
<td>An employee of Parliament or a provincial legislature</td>
</tr>
<tr>
<td>A member of the board of directors of any municipal entity</td>
<td>A official of any municipality or municipal entity</td>
</tr>
</tbody>
</table>

#### Name of spouse, child or parent

<table>
<thead>
<tr>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*insert separate page if necessary*

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that cold cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: ______________________  Date: ___________________________

Name: _______________________  Position: ___________________________

Enterprise: __________________ Name: _______________________________

T2.2.2 COMPULSORY MUNICIPAL BID DOCUMENTATION

2. COMPULSORY MUNICIPAL BID DOCUMENTATION TO BE COMPLETED

2.1 MBD 4: Declaration of Interest
2.2 MBD 6.1: Preference Certificate
2.3 MBD 6.11: Promotion of enterprises in the Steve Tshwete Municipal Area
2.4 MBD 8: Declaration of bidder’s past supply chain management practices
2.5 MBD 9: Certificate of Independent Bid Determination
MBD 4: DECLARATION OF INTEREST

Any person, including persons in the employ of the State; or persons acting on behalf of the State, performing business as a sole proprietor or in partnership; or persons acting in the capacity of a trustee/s of a trust; or any legal entity, including legal entities and trusts, of which the members, directors, shareholders, trustees and/or beneficiaries are in the employ of the State or act on behalf of the State, may make an offer or offers in terms of this tender invitation.

In view of the possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the State; or to persons who act on behalf of the State; or to persons connected or related to them, the bidder / tenderer or the bidder / tenderer’s duly authorized representative shall disclose herein any relationship and/or kinship, including blood relation, which he/she; his/her employer; the bidder / tenderer’s management; members; directors; partners; shareholders; trustees; and/or beneficiaries may have with any person or persons in the employ of the State and/or with any person or persons acting on behalf of the State and who may directly or indirectly be involved in, and/or may be in a position to influence the adjudication and/or evaluation and/or award of this bid / tender.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender. Failure to furnish the information requested in the questionnaire below may render the tender submission not to be considered at all.

(In answering the questions below, indicate the applicable answer with an X)

1. Is the bidder / tenderer and/or the duly authorized representative in the employ of the State?  □ YES □ NO

   If yes, state the full particulars of such person/s, together with their current position held as an employee of the State.

________________________________________________________________________________________
________________________________________________________________________________________

2. Is the bidder / tenderer and/or the duly authorized representative in the employ of the person/s or legal entity acting on behalf of the State, and who may directly or indirectly be involved in, and/or may be in a position to influence, the adjudication and/or evaluation and/or award of this tender?  □ YES □ NO

   If yes, state the full particulars of such person/s, together with their current position held as an employee of such person/s or legal entity acting on behalf of the State.

________________________________________________________________________________________
________________________________________________________________________________________

3. Does the bidder / tenderer, the bidder’s / tenderer’s duly authorised representative, and/or any of the bidder’s / tenderer’s employees, management, partners, members, directors, shareholders, trustees and/or beneficiaries have any relationship (family, friend, business- or financial interest) with a person, or persons in the employ of the State and/or in the employ of the person/s or legal entity acting on behalf of the State, and who may directly or indirectly be involved in, and/or may be in a position to influence, the adjudication and/or evaluation and/or award of this tender?  □ YES □ NO

   If yes, state the full particulars of the persons between whom the relationship exists, the nature of the relationship and the current position/status of such employee/s of the State and/or of the person/s and/or legal entity acting on behalf of the State herein.

________________________________________________________________________________________
________________________________________________________________________________________

I, the undersigned,

(name of the person duly authorised to sign the bid / tender documents on behalf of the bidder / tenderer)

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2
hereby certify that the information, furnished above, is correct in all respects. I accept and understand that the Department of Public Works, as representative of the Government of the Republic of South Africa in this bid / tender, may act against me and the bidder / tenderer, jointly and severally, should this declaration prove to be false.

Duly signed at _________________ on this the _______ day of _____________ (month) __________(year)

_____________________________   _____________________________
Full name of signatory     Name of Bidder / Tenderer

_____________________________   _____________________________
Capacity of Signatory       Signature
MBD 6.1: PREFERENCE CERTIFICATE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

Note: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI’s), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1. GENERAL CONDITIONS:

The following preference point system are applicable to all bids:

the 80/20 system for requirements with a Rand value of up to R 500 000; and

the 90/10 system for requirements with a Rand value above R 500 000.

Failure on the part of a bidder to fill in and/or sign this form may be interpreted to mean that preference points are not claimed.

The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS:

2.1. “Acceptable bid” means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2. “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3. “Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4. “Consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5. “Contract” means the agreement that results from the acceptance of a bid by an organ of state.

2.6. “Specific contract participation goals” means the goals as stipulated in the Preferential Procurement Regulations 2001. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.7. “Control” means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8. “Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9. “Equity Ownership” means the percentage ownership and control, exercised by individuals within an enterprise.


(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution); and/or
(2) who is a female; and/or
(3) who has a disability:

provided that a person, who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI:

2.11. “Management” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12. “Owned” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13. “Person” includes reference to a juristic person.

2.14. “Rand value” means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15. “Small, Medium and Micro Enterprises” (SMMEs) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

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

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

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

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE:

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDI’s, or in the case of a company, the percentage shares that are owned by individuals classified as HDI’s, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ASSESSMENT USING A POINT SYSTEM:

4.1 The bidder obtaining the highest number of points will usually be awarded the bid.

4.2 Preference points shall be calculated after prices have been brought to a comparative basis.

4.3 Points scored will be rounded off to 2 decimal places.

4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals. If, however the bids are equal in all respects, then the award shall be decided by the drawing of lots.

5. POINTS AWARDED FOR PRICE/FUNCTIONALITY:

5.1. THE 80/20 PREFERENCE POINT SYSTEM
5.1.a. The following formula must be used to calculate the points for price in respect of bids with a Rand value equal to, or above R 30 000 and up to a Rand Value of R500 000. Organs of state may however, apply this formula for bids with a value less than R30 000, if and when appropriate:

5.1.b. Points Awarded for Price/Functionality (Ps):

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

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

Where

\( Ps = \) Points scored for price/functionality of bid under consideration
\( Pt = \) Rand value of bid consideration
\( P_{\text{min}} = \) shall be a bid price.

A maximum of 10 points may be awarded to a bidder for being an HDI and or subcontracting with an HDI and / or achieving any of the specified goals stipulated in regulation 17.

A maximum of 0 points may be awarded to a bidder being a woman.

A maximum of 0 points may be awarded to a bidder being disabled

A maximum of 10 points may be awarded to a bidder in respect of the locality of his office

The bidder with the highest number of points scored may be selected.

5.2. The 90/10 preference point system

5.2.a. The following formula must be used to calculate the points for the price in respect of bids with a Rand value above R 500 000

5.2.b. Points Awarded for Price/functionality (Ps)

A maximum of 90 points is allocated on the following basis:

\[ Ps = 90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right) \]

Where

\( Ps = \) Points scored for price of bids under consideration
\( Pt = \) Rand value of offer bid consideration

A maximum of 5 points may be awarded to a bidder for being an HDI and or subcontracting with an HDI and / or achieving any of the specified goals stipulated in regulation 17.

A maximum of 0 points may be awarded to a bidder being a woman.

A maximum of 0 points may be awarded to a bidder being disabled

A maximum of 5 points may be awarded to a bidder in respect of the locality of his office

5.3. In terms of Regulation 13 (2) preference points for HDI’s are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

\[ NEP = \frac{NOP \times EP}{100} \]

Where

\( NEP = \) Points awarded for equity ownership by an HDI
\( NOP = \) The maximum number of points awarded for equity ownership by an HDI in that specific category
\( EP = \) The percentage of equity ownership by an HDI within the enterprise or business, determined in
accordance with the definition of HDI’s.

5.4. Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

5.5. Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

5.6. Listed companies and tertiary institutions do not qualify for HDI preference points.

5.7. Consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

5.7(a) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 26% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

6. BID DECLARATION

6.1. Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

7. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9

<table>
<thead>
<tr>
<th>Maximum points (A)</th>
<th>Percentage equity owned (%)</th>
<th>Points claimed (AxB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1. Equity ownership by persons who had no franchise in the national elections</td>
<td>10</td>
<td>%</td>
</tr>
<tr>
<td>7.2. Equity ownership by women</td>
<td>0</td>
<td>%</td>
</tr>
<tr>
<td>7.3. Equity ownership by disabled persons</td>
<td>0</td>
<td>%</td>
</tr>
</tbody>
</table>

Total points – sum of 7.1 to 7.3

8. DECLARATION WITH REGARD TO EQUITY

Name of firm:

VAT registration number:

Company registration number:

Type of firm (Tick applicable box):

- Partnership
- Company
- One person business/sole trader
- Close corporation
- (Pty) Limited

Describe principal business activities:
COMPANY CLASSIFICATION (Tick applicable box):

- Manufacturer
- Professional service provider
- Other service providers.

Total number of years this has been in business?
9. **Table 10** - List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date/Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Date RSA Citizenship obtained</th>
<th>HDI Status</th>
<th>% of business / enterprise owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No franchise prior to elections</td>
<td>Women</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes ☐ No ☐</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes ☐ No ☐</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes ☐ No ☐</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes ☐ No ☐</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes ☐ No ☐</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes ☐ No ☐</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes ☐ No ☐</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes ☐ No ☐</td>
<td>Yes ☐ No ☐</td>
</tr>
</tbody>
</table>
10. CONSORTIUM / JOINT VENTURE

In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

<table>
<thead>
<tr>
<th>Name of HDI member (to be consistent with table 10)</th>
<th>Percentage (%) of the contract value managed or executed by the HDI member</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

11. I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

a. The information furnished is true and correct.
b. The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
c. In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
d. If the claims are found to be incorrect, the Employer may, in addition to any other remedy it may have -

   i. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   ii. 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;
   iii. impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

<table>
<thead>
<tr>
<th>Name of Bidder</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Witness Signature:  
Witness signature:
MBD 6.11: PROMOTION OF ENTERPRISES LOCATED IN THE STEVE TSHWETE MUNICIPAL AREA

REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001


1. Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.

2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the Steve Tshwete Local Municipality. This includes an enterprise whose head office may be situated elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

SPECIFIC GOAL

The stimulation of the local economy by procuring from enterprises located within the borders of the Steve Tshwete Local Municipality

POINTS ALLOCATED

0

3. Preference points may only be claimed by enterprises located within the Steve Tshwete Local Municipality. (See paragraph 2 above).

4. BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the Steve Tshwete Local Municipality is/are claimed. Yes / No

6. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise:

Physical: .............................................. Postal: ......................................................

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

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

Telephone: ................................. Fax: .................................

Municipal Account No: ................................. Stand No: .................................
Address of Head Office:

Physical: ………………………… Postal: ………………………………………
…………………………… ………………………………………
……………………………. ………………………………

Telephone: ………………………… Fax: ………………………………

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I/we acknowledge that:

(i) The information furnished is true and correct.

(ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.

(iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-

(a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and

(b) 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.

WITNESSES:

1. ……………………………………… ………………………………………

SIGNATURE (S) OF BIDDER (S)

2. ……………………………………… DATE: ………………………………
MBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document forms part of all bids invited.

2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-

   a) abused the institution’s supply chain management system;
   b) committed fraud or any other improper conduct in relation to such system; or
   c) failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database 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 National Treasury after the audi alteram partem rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)? To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Item</td>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME)……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………...
MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________
(Bid Number and Description)

in response to the invitation for the bid made by the Steve Tshwete Local Municipality
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 consortium² 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.

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

Footnote: 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.
C1: AGREEMENTS AND CONTRACT DATA
C1.1 FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the following project:

THE ELECTRIFICATION OF ROCKDALE PHASE II: PROVISION OF CONSULTING ELECTRICAL ENGINEERING SERVICES

Bid / Tender Number: TEE/01/06/2011

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 service provider / consultant under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

MBD 3.3: ………………………………………………………………………………………………Rand

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

This offer may be accepted by the employer by signing the acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature ………………………………………………………

Name ……………………………………………………………

Capacity ……………………………………………………………

for the tenderer ………………………………………………………

(Name and address of organization)

Name and signature of witness …………………………... Date ………………………
FORM OF 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 service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offers 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 C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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.

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. 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature ……………………………………………………………………
Name ……………………………………………………………………
Capacity ……………………………………………………………………

for the Employer, the Steve Tshwete Local Municipality, P.O. Box 14, Middelburg,1050

Name and signature of witness ………………………………………….. Date …………………..
SCHEDULE OF DEVIATIONS

1. Subject: _______________________________________________________________
   Details: _______________________________________________________________

2. Subject: _______________________________________________________________
   Details: _______________________________________________________________

3. Subject: _______________________________________________________________
   Details: _______________________________________________________________

4. Subject: _______________________________________________________________
   Details: _______________________________________________________________

By the duly authorised representatives signing this agreement, 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 changes 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.
C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

a) The Employer is the Steve Tshwete Local Municipality

b) The authorised and designated representative of the Employer is Sakkie Rossouw

c) The address for receipt of communications is:
   Tel: 013 249 7230
   Fax: 013 249 7065
   E-mail: srossouw@stevetshwetelm.gov.za
   Address: Civic Centre
             Office A211
             P.O. Box 14
             Middelburg
             1050

The Project is: THE ELECTRIFICATION OF ROCKDALE PHASE II: PROVISION OF CONSULTING ELECTRICAL ENGINEERING SERVICES

d) The Period of Performance commences on the date of signature of the Form of Acceptance.

e) The location for the performance of the Project is the Municipal area of Steve Tshwete.

f) The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

g) The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
   i) Appointing Subcontractors for the performance of any part of the Services,
   ii) Appointing Key Persons or Personnel not listed by name in the Contract Data.

j) Copyright of documents prepared for the Project shall be vested with the Employer

k) Interim settlement of disputes is to be by mediation/arbitration

l) Final settlement is by litigation

m) In the event that the parties fail to agree on a mediator/arbitrator, the mediator/arbitrator is nominated by Consulting Engineers South Africa (CESA)

n) Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within two (2) months from the date of termination or completion of the Contract.
PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

The Service Provider is: _____________________________________________________________

Address:   

            

            

Telephone:   

Facsimile:   

The authorised and designated representative of the Service Provider is:

Name:   


The address for receipt of communications is:

Telephone:   

Facsimile:   

Email:   

Address:   

            

C2: PRICING SCHEDULE

C2.1: PRICING INSTRUCTIONS

a) These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Pricing Schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

b) The Pricing Schedule shall be read with all the documents which form part of this Contract.

c) The following words have the meaning hereby assigned to them:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Unit of measurement for each item of work in terms of the Scope of Work.</td>
<td>The payment per unit of work at which the tenderer tenders to do the work.</td>
</tr>
</tbody>
</table>

d) The rates to be inserted in the Pricing Schedule are to be full inclusive for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.

e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.

f) All rates and sums of money quoted in the Pricing Schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.

g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.

h) Provisional Amounts shall only be expended on the specific instruction of the Employer.

i) All prices and rates entered in the Pricing Schedule must be exclusive of Value Added Tax (VAT).

C2.2: MBD 3.3: SCHEDULE OF QUANTITIES

The following Schedule will be the basis of the quote

Bidder(s) are not permitted to change the basis upon which they have been asked to quote. Any variation from the Pricing Instructions will invalidate this quote.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TASK</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PERCENTAGE BASED COSTS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Stage 1: Inception Stage</td>
<td>sum</td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Stage 2: Concept &amp; Viability Stage</td>
<td>sum</td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Stage 3: Design and Development Stage</td>
<td>sum</td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Stage 4: Documentation &amp; Procurement Stage</td>
<td>sum</td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Stage 5: Contract Administration &amp; Inspection Stage</td>
<td>sum</td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Stage 6: Close-out stage</td>
<td>sum</td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.7</td>
<td>Disbursements</td>
<td>sum</td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.8</td>
<td>Travelling costs</td>
<td>sum</td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td>TASK</td>
<td>UNIT</td>
<td>QUANTITY</td>
<td>RATE</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------</td>
<td>------</td>
<td>----------</td>
<td>------</td>
<td>--------</td>
</tr>
<tr>
<td>1.9</td>
<td>sum</td>
<td></td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Other (to be completed by bidder):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>sum</td>
<td></td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>sum</td>
<td></td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.12.1</td>
<td>sum</td>
<td></td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.12.2</td>
<td>sum</td>
<td></td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.12.3</td>
<td>sum</td>
<td></td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.12.4</td>
<td>sum</td>
<td></td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>1.12.5</td>
<td>sum</td>
<td></td>
<td>1</td>
<td>R</td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS OF ITEMS 1.1 TO 1.12 CARRIED FORWARD TO FORM OF OFFER**

2 ADDITIONAL SERVICES (PROVISIONAL)

<table>
<thead>
<tr>
<th>Task</th>
<th>Rate</th>
<th>Unit</th>
<th>Rate only</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery period from date of Order = …………………… Days
C3: SCOPE OF WORK

1. Description of the Project

Rockdale is located within the town of Middelburg that forms part of Steve Tshwete Local Municipality. Access to the site can be obtained from the Middelburg/Hendrina road and is located south of the Nasaret and Extension 24 developments.

The project deals with the electrification of approximately 400 RDP erven and house connections in Middelburg - Rockdale phase II

The project will include:

a. MV (11kV) Aerial Bundle Conductor (ABC) network on 11m wooden poles, as well as the connection to the existing Aerial Bundle Conductor (ABC) ring network.

b. The supply and installation of new LV ABC network mounted on 9m wooden poles.

c. The supply and installation of pole mounted kiosks complete with circuit breakers.

d. The supply and installation of new street light poles (9m wooden poles), luminaires and Airdac cables. (not included in this tender)

e. The supply and installation of pre-payment energy meters and ready boards and overhead house connections.

f. The provision of Certificates of Compliance.

2. Design criteria

The proposed infrastructure shall be sized to the following criteria:
- 30Amp Residential erven
- Category of housing = low cost (RDP)

3. Purpose and Recipients

The purpose of the project is to provide electrical services to newly build (some still under construction) RDP houses.

Funding is being made available by the Steve Tshwete Local Municipality and the DOE. The recipients of this project will be the residents of the Rockdale Township.

4. Estimated value of the project

The estimated value of the construction and Consultant component of the project is R 2,000,000 VAT exclusive.

5. Fees

Professional fees shall be payable in terms of Council’s Standard Form of Agreement and the Schedule of Fees.
6. Expenses and Costs

Expenses and costs shall be payable in terms of Council’s Standard Form of Agreement. This shall include all expenses actually incurred by the consulting engineer and members of the consulting engineer’s staff in rendering their services and all other costs incurred on behalf of and with approval of the client.

Recoverable expenses shall include:

(a) Travelling expenses for the conveyance of the consulting engineer or a member of the consulting engineer’s staff
(b) Travelling time on the basis of the Time Rates set out in the Schedule of Fees for all time spent in travelling by the consulting engineer or members of his staff for all time spent in travelling minus the first three hours per return journey.
(c) Accommodation and subsistence expenses incurred by the consulting engineer or a member of his staff
(d) Costs of typing, production, copying and binding of contract documents, feasibility reports, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, draft reports etc. As well as:
   (i) geotechnical investigations;
   (ii) laboratory testing;
   (iii) topographical and land surveys;
   (iv) supply of specific equipment;
   (v) specialist sub-consultants;
   (vi) environmental investigations and studies; and
   (vii) land acquisitions, expropriation, way leaves, servitudes
(e) Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the client.

7. Site supervision

Site supervision shall be provided by the Employer.

8. Insurance for Liability and Indemnity

The Consultant shall carry and maintain professional indemnity insurance to twice the amount of fees payable to him under this agreement, excluding reimbursements and expenses for the duration of the contract and for one year thereafter.

9. Contract

The appointed consultant will be required to enter into a Professional Services Contract with the Employer, based on the Professional Services Contract of the Construction Industry Development Board, available on their website.
GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract is not included in this document and may be downloaded from the following website:

ANNEXURE A
ROCKDALE SITE LAYOUT PLAN