



NGQUSHWA LOCAL MUNICIPALITY

BID NO: 8/2/053/2022-2023

APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND MAINTENANCE OF HIGH MAST LIGHTS FOR A PERIOD OF 36 MONTHS.

A tender Category for 1 EP CIDB Registered Contractors.

Registered Name of Tenderer:	
TRADING NAME OF TENDERER:	
COMPULSORY BRIEFING SESSIONS: 23 November 2022 @10h00 NCUMISA KONDLO HALL	
CLOSING DATE: 19 December 2022	
Contact Person:	CRS No. (CIDB):
Tel. No.:	CIDB Grading:
Cell No.:	CSD Reg. No:
E-mail Address:	BBBEE Level:
FINANCIAL OFFER:	

THIS TENDER CLOSSES AT **11H00**

AT THE OFFICES OF NGQUSHWA LOCAL MUNICIPALITY
, ERF 313 MAIN ROAD PEDDIE

NO LATE SUBMISSIONS WILL BE CONSIDERED

NGQUSHWA LOCAL MUNICIPALITY
P/ BOX 539 PEDDIE

Tel: 040 673 3095/ Fax: 040 673 377

PART A INVITATION TO BID

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION	REPAIRS AND MAINTENANCE OF HIGH MAST LGHTS FOR PERIOD OF 36 MONTHS		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT (STREET ADDRESS

313 Main Road
Peddie
5640

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

SCHEDULE 1: ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		SCHEDULE 2: ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
SCHEDULE 3: TOTAL NUMBER OF ITEMS OFFERED		SCHEDULE 4: TOTAL BID PRICE	R
SCHEDULE 5: SIGNATURE OF BIDDER	SCHEDULE 6: DATE	
SCHEDULE 7: CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Man	CONTACT PERSON	AZ Qoma
CONTACT PERSON	Asanda Dlula	TELEPHONE NUMBER	0406733098
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	aqoma@ngqushwamun.gov.za
E-MAIL ADDRESS			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. PRE-EVALUATION OF LOCAL CONTENT FOR DESIGNATED SECTORS WILL APPLY, NONE COMPLIANCE WILL RENDER THE BIDDER NON-RESPONSIVE
1.3. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT No. 5 2000 and regulations therefore (2017)

EVALUATION	CRITERIA
PRICE	80
B-BBEE	20
TOTAL	100

The bids will be evaluated on the basis of the Preferential Procurement Policy Framework ACT No 5 2000 and the regulations thereto (2017) as well the Ngqushwa Local Municipality's Supply Chain Management Policy. The bids will be evaluated in two stages:

- Stage 1 Pre-qualification evaluation (Functionality)
- Stage 2 Price and BBB EE Points

PLEASE NOTE:

A minimum score of 70 points out of 100 must be scored for Functionality. Bidders, who do not obtain the minimum score for functionality, will not be considered for further evaluation.

SUPPLIERS/SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

BIDDING CONDITIONS

PLEASE NOTE:

A minimum score of 70 points out of 100 must be scored for Functionality. Bidders, who do not obtain the minimum score for functionality, will not be considered for further evaluation.

SUPPLIERS/SERVICE PROVIDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- [a] The Ngqushwa Local Municipality Supply Chain Management Policy will apply;
- [b] The Ngqushwa Municipality does not bind itself to accept the lowest Bidder or any other Bid and reserves the right to accept the whole or part of the BID;
In evaluating of the bid prices, the Municipality will apply its mind to determine the reasonable bid amounts that are within range with the estimated tender value.
- [c] Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, may not be accepted.
- [d] Price(s) must be valid for at least ninety (90) days from date of bid closing.
- [e] Priced bids must be firm and must be inclusive of VAT.
- [f] Submit original valid tax clearance certificate or proof of pin from SARS failure will result in a tender deemed non-responsive
- [d] Proof of registration with Central Supplier Database (CSD) must be attached
- [h] Submit Original B-BBEE Certificate or certified dated copy of BEE failure to submit will lead to the bidder to losing points allocated for BEE
- [i] Submit Certified copy/s of IDs, CK certificate must be attached.
- [j] Joint Ventures/Consortium must provide a JV agreement signed by all parties to an agreement.
- [k] Use of Tippex will render the bid non-responsive. **Failure to do so will result in disqualification**
- [l] Must provide a Municipal Levy Clearance Certificate/Municipal account of not older than three months from a municipality where the entity operates (lease agreements and sworn statements / affidavits are also accepted). **Failure to do so will result in disqualification.**
- [m] All pages of the bid document must be initialed and signed where required. **Failure to do so will result in disqualification.**
- [n] Declarations pages must be fully completed and be signed. **Failure to do so will result in disqualification.**
- [o] Objective criteria will apply as per CIDB Best Practice Guidelines in terms of pricing, where bid amount is outside the required grade range and significantly lower or higher than the market related value of the project.

**N. MGENGO
MUNICIPAL MANAGER**

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in of Board Notice 136 of 2016 in Government Gazette No 38960 of 10 July 2016, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see www.cidb.org.za). Annexure F and Table G1 of that notice are reproduced without amendment or alteration for the convenience of tenderers in the following pages:

F.2.1. Evaluation of Tender Offers

F.2.1.1. 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: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.

- 1) (a)(i) The following formula must be used to calculate the points for price in respect of tenders with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$P = 80 \left(1 - \frac{P - P_i}{P_i} \right)$$

Where

P_s = Points scored for price of tender or offer under consideration;

P_t = Price of tender or offer under consideration; and

P_{min} = Price of lowest acceptable tender or offer

- 2) The following table must be used to calculate the score out of 20 for B-BBEE:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 3) A tenderer must submit proof of its B-BBEE status level of contributor.

- 4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-complaint contributor to B-BBEE may not be disqualified but-
 - a) may only score points of 80 for price; and
 - b) scores 0 points out of 20 for B-BBEE
- 5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that tenderer qualifies for, unless the intended subcontractor is an EME that has the capacity to execute the subcontract.
- 6) The points scored by a tenderer of B-BBEE in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1)
- 7) The points scored must be rounded off to the nearest two decimal places.
- 8) Subject to sub regulation (9) and regulation (11), the contract must be awarded to the tenderer scoring the highest points.
- 9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
(b) The organ of state may –
 - (i) negotiate a market related price with the tender scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender.
 - (iii) if the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

- 1) a)(i) The following formula must be used to calculate the points for price in respect of tenders with a rand value above R 50 000 000 (all applicable taxes included):

$$P = \frac{P_t - P_{min}}{P_t} \times 90$$

Where

$$P = 90(1 - \frac{P_t - P_{min}}{P_t})$$

P_s = Points scored for price of tender or offer under consideration;

P_t = Price of tender or offer under consideration; and

P_{min} = Price of lowest acceptable tender or offer

- 2) The following table must be used to calculate the score out of 10 for B-BBEE:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 3) A tenderer must submit proof of its B-BBEE status level of contributor.
- 4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-complaint contributor to B-BBEE may not be disqualified but-
 - a) may only score points of 90 for price; and
 - b) scores 0 points out of 10 for B-BBEE
- 5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that tenderer qualifies for, unless the intended subcontractor is an EME that has the capacity to execute the subcontract.
- 6) The points scored by a tenderer of B-BBEE in terms of sub regulation (2) must be added to the points scored for price under sub regulation (1)
- 7) The points scored must be rounded off to the nearest two decimal places.
- 8) Subject to sub regulation (9) and regulation (11), the contract must be awarded to the tenderer scoring the highest points.
- 9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
(b) The organ of state may –

- (i) negotiate a market related price with the tender scoring the highest points or cancel the tender;
(ii) if the tenderer does not agree to a market related price, negotiate a market related price with the tenderer scoring the second highest points or cancel the tender.
(iii) if the tenderer scoring the second highest points does not agree to a market related price, negotiate a market related price with the tenderer scoring the third highest points or cancel the tender.
(c) If a market related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

F.3.11.6. Decimal Places

Score price, preferences and functionality, as relevant, to two decimal places.

F.3.11.7. Scoring Price

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

$$N_{FO} = W_1 \times A$$

where:

- N_{FO} is the number of tender evaluation points awarded for the price.
- W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
- A is a number calculated using the formula and option described in Table F1 as stated in the Tender Data.

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

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer P is the comparative offer of the 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 Functionality

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

	CRITERIA	Points
1.	Experience (4 projects of a similar nature) The bidder must submit 4 contactable reference letters and Appointment letter. (10 points for both letters submitted)	40
2.	Expertise (Qualifications) The bidder must be a qualified electrician and/or have a qualified electrician in its employ with the following. <ul style="list-style-type: none"> • A trade certificate • Have 1EP CIDB rating • A certificate in good standing from Workmen's' Compensation must be provided. • A detailed Curriculum Vita of similar previous experience and/or expertise must be provided 	40
3.	Methodology to be used (Management of the contract)	20
	GRAND TOTAL	100
The bidder must score minimum functionality points of 70 to be eligible for the next stage.		

F.3.12. Insurance Provided by the Employer

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

F.3.13. Acceptance of Tender Offer

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

Part T2: Returnable Documents**List of Returnable Documents**

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

T2.2 RETURNABLE SCHEDULES

A2. AUTHORITY TO SIGN DOCUMENTS

I/We*, the undersigned, am/are* duly authorised to sign the form of tender on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

.....

.....

*Delete whichever is inapplicable

1.			
	NAME	SIGNATURE	DATE

2.			
	NAME	SIGNATURE	DATE

WITNESSES:

1.			
	NAME	SIGNATURE	DATE

2.			
	NAME	SIGNATURE	DATE

A6. BANK RATING CERTIFICATE

The tenderer must attach hereto the bank rating certificate.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A7. SCHEDULE OF WORK EXPERIENCE OF TENDERER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work. Tenderers should attach Letters of Appointment and Completion Certificates for completed projects hereto.

COMPLETED CONTRACTS				
Employer (Name, Tel, Fax, Email)	Consulting Employer's Agent (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name: Tel : Fax : Email :				
Name: Tel : Fax : Email :				
Name: Tel : Fax : Email :				
Name: Tel : Fax : Email :				
Name: Tel : Fax : Email :				
Name: Tel : Fax : Email :				

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A8. TENDERER'S CURRENT PROJECTS & SIZE OF ENTERPRISE

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R

Tenderers must furnish hereunder details of similar works/service, which they are currently undertaking.

CURRENT PROJECTS			
PROJECT NAME	AWARDED AMOUNT	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A9. PROPOSED KEY PERSONNEL

Tenderers shall set out in the Schedule hereunder details of the experience of the Site Agent & General Foreman and also attach herewith their respective CV's detailing experience in work of a similar nature to that for which this Tender is submitted as well as certified copies of their Academic Certificates.

DESIGNATION	NAME	SUMMARY OF		trade certificate
		QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A11. COMPANY REGISTRATION DOCUMENTS

Tenderers shall attach hereto certified copies of the company registration documents.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

A12. ID COPIES FOR MEMBERS

Tenderers shall attach hereto certified copies of the identity documents of the company director(s).

SIGNED BY/ON BEHALF OF TENDERER:

--

NAME

--

SIGNATURE

--

DATE

A15. TAX REQUIREMENTS (MBD 2)

MBD 2

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF BIDDING THAT -

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.

A16. DECLARATION OF INTEREST (MBD 4)

1.No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particulars.....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

.....

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

Full Name	Identity Number	State Employee Number

SIGNED BY/ON BEHALF OF TENDERER:

POSITION

SIGNATURE

DATE

A17. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- “proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (h) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (i) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . . . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

- 8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

A19. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No I o
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, 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).	Yes <input type="checkbox"/>	No I o
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No I o

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

A20. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION (MBD 9)

1. This Municipal Bidding Document must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Municipality / Municipal Entity)

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

I certify, on behalf ofthat:
(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

A21. PROOF OF MUNICIPAL ACCOUNT

The tenderer shall attach hereto proof of municipal accounts not older than 3 months for the business as well as the directors of the company, in the form of either a municipal account statement or a letter from the property owner if renting. The letter should state that rent is paid up to date and indicate whether municipal accounts are included in the rent. The letter should not be older than 3 months.

The following documents will not be accepted; Telkom statement, Eskom statement or proof of residence signed by a ward Councilor.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B1. CIDB CONTRACTOR REGISTRATION CERTIFICATE

A Certificate of Contractor’s Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this page.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B2. TAX CLEARANCE CERTIFICATE & VERIFICATION PIN

The tenderer shall attach hereto a valid Tax Clearance Certificate and a valid Tax Clearance PIN Number from the South African Revenue Service (SARS).

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or a valid Tax Clearance PIN Number.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B3. B-BBEE CERTIFICATE / AFFIDAVIT

The tenderer must attach hereto a B-BBEE Certificate issued by an authorised body as per the Preferential Procurement Regulations. Alternatively, qualifying enterprises can submit a sworn affidavit declaring their B-BBEE status. Joint ventures are required to submit a consolidated certificate for the entity.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

B4. PROOF OF CENTRAL SUPPLIER DATABASE REGISTRATION

The tenderer must attach hereto the Central Supplier Database (CSD) registration detailed report valid a month before the closing date of the tender.

SIGNED BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

B5. LETTER OF GOOD STANDING

The tenderer must attach hereto the Letter of Good Standing issued by the Department of Labour.

SIGNED BY/ON BEHALF OF TENDERER:

NAME

SIGNATURE

DATE

Part C1: Agreements and Contract Data

C1.1. Form of Offer and Acceptance Offer

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

REPAIRS AND MAINTENANCE OF HIGH MAST LIGHTS

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the Returnable Schedules, and by submitting this offer has accepted the conditions of tender.

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

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

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

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

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

Name and address of Organisation:

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

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreement and Contract Data (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope Of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, 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 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.

SIGNED ON BEHALF OF/BY THE EMPLOYER:

NAME

SIGNATURE

CAPACITY

DATE

NGQUSHWA MUNICIPALITY

Erf 313 | Main Road |

Peddie | 5640

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Schedule of Deviations

Notes:

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

1. Subject
- Details
-
-

2. Subject
- Details
-
-

3. Subject
- Details
-
-

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Returnable Documents, 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.

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

SIGNED ON BEHALF OF/BY NGQUSHWA LOCAL MUNICIPALITY:

NAME

SIGNATURE

CAPACITY

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day) of (month) (year)

at (place)

SIGNED ON BEHALF OF/BY THE CONTRACTOR:

NAME

SIGNATURE

CAPACITY

SIGNED BY WITNESS:

NAME

SIGNATURE

Part 2: Data Provided by the Contractor

Clause 1.2.1: Delivery of Notices

The name of the Contractor is

The address of the Contractor is

Physical Address

Postal Address

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

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

Telephone:

Fax:.....

Email:

SIGNED ON BEHALF OF/BY THE TENDERER:

NAME

SIGNATURE

CAPACITY

DATE

C1.6. Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN NGQUSHWA MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,
representing

....., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

+
COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an Occupational Health and Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at on the day of 20.....

SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Signed at on the day of.....20.....

SIGNED BY/ON BEHALF OF NGQUSHWA LOCAL MUNICIPALITY

NAME

SIGNATURE

DATE

SIGNED BY WITNESS:

NAME

SIGNATURE

DATE

Part C2: Pricing Data and Bill of Quantities

C2.1. Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specifications (1998 edition).
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	per cent	m ² .pass	=	square metre-pass
h	=	hour	m ³	=	cubic metre
ha	=	hectare	m ³ .km	=	cubic metre-kilometre
kg	=	kilogram	MN	=	meganewton
kℓ	=	kilolitre	MN.m	=	meganewton-metre
km	=	kilometre	MPa	=	megapascal
km-pass	=	kilometre-pass	No.	=	number
kPa	=	kilopascal	Prov sum	=	Provisional sum
kW	=	kilowatt	P C sum	=	Prime Cost sum
ℓ	=	litre	sum	=	lump sum
m	=	metre	t	=	ton (1 000 kg)
mm	=	millimetre	W/day	=	Work day
m ²	=	square metre			

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SANS 1200 Standardised Specifications.

C2.2. Bill of Quantities

BILL OF QUANTITY SPECIFICATION

HIGH MAST RESET

The unit rate (per circuit breaker) is when a circuit breaker must be reset on high masts supply in order to return the supply back to normal.

HIGH MAST REPLACEMENT OF PHOTO CELL

The unit rate (per high mast) is when a one photo cell must be replaced on high masts supply in order to return the supply back to normal.

HIGH MAST LOWERING AND LIFTING

The unit rate for the lowering and lifting of the high mast includes the costs of all equipment's required to perform the task.

REPAIR OF LUMINAIRE

The unit rate for the repair work on high mast luminaires includes the costs to remove and repair/replace one or more of the following components:- lamps, ballasts, ignitors, diffusers, circuit breakers, lamp holder, fitting, etc and the cleaning, as well as the replacement of any damaged/missing bowls. The faulty items must be returned to the relevant work section and the cost must be included in the unit rate.

REPAIR CONTROL CIRCUIT

The unit rate for the repair work on control circuit includes the costs to remove and repair/replace one or more of the following components:-, circuit breakers, fuses, lamp holder, contactor etc. The faulty items must be returned to the relevant work section and the cost must be included in the unit rate.

FAULT FINDING SUPPLY CABLE

The unit rate for the repair work on cable fault finding includes the costs to isolate and reconnect and all the equipment's required to perform the task.

CABLE FAULT REPAIR

The unit rate for the repair work on cable includes the costs to isolate and reconnect, join cable etc

FAULT FINDING TRAILING CABLE

The unit rate for the repair work on cable fault finding and repair of trailing cable includes the costs to isolate and reconnect and replace the cable.

HIGH MAST ON 24HRS

Putting back to normal

SCHEDULE OF QUANTITIES

GENERAL MAINTENANCE OF HIGH MASTS –Year 1					
Item No	Description	Unit	Quantity	Supply Rate	Labour Rate
1.1	Replace/install miniature circuit breaker on control panel or pole 80A	each	22		
1.2	Replace/install bypass breaker 5A	each	22		
1.3	Replace contactor on control panel	each	22		
1.4	Replace/install photocell breaker 5A	each	22		
1.5	Replace/install light breakers 15/20A	each	22		
1.6	Replace/install photo cell on control panel or pole	each	22		
1.7	Replace/install ignitor 400	each	22		
1.8	Replace/install ballast 400	each	22		
1.9	Replace/install lamps 400W	each	44		
1.10	Replace faulty control equipment inside luminaire.	Per Luminaire	130		
1.11	Reset tripped circuit breaker only	each	22		
1.12	Lowering and raising of high mast.	each	22		
1.13	Replacement of trailing cable in high mast.	Per high mast	22		
1.14	Replacement of high mast door/cover	each	22		
1.15	Welding close of high mast door/cover	each	16		
1.16	Fault Finding supply cable	Per fault	8		
1.17	Repair faulty cable	Per faulty/ Joint	8		
1.18	Hiring of the cherry picker	hr	63		
1.19	Hiring of the crane truck	hr	63		
Total					
VAT @15%					
Total					

The price schedule above must include transport, equipment to lower the high mast and any related equipment and labour costs.

SCHEDULE OF QUANTITIES

GENERAL MAINTENANCE OF HIGH MASTS –Year 2					
Item No	Description	Unit	Quantity	Supply Rate	Labour Rate
1.1	Replace/install miniature circuit breaker on control panel or pole 80A	each	22		
1.2	Replace/install bypass breaker 5A	each	22		
1.3	Replace contactor on control panel	each	22		
1.4	Replace/install photocell breaker 5A	each	22		
1.5	Replace/install light breakers 15/20A	each	22		
1.6	Replace/install photo cell on control panel or pole	each	22		
1.7	Replace/install ignitor 400	each	22		
1.8	Replace/install ballast 400	each	22		
1.9	Replace/install lamps 400W	each	44		
1.10	Replace faulty control equipment inside luminaire.	Per Luminaire	130		
1.11	Reset tripped circuit breaker only	each	22		
1.12	Lowering and raising of high mast.	each	22		
1.13	Replacement of trailing cable in high mast.	Per high mast	22		
1.14	Replacement of high mast door/cover	each	22		
1.15	Welding close of high mast door/cover	each	16		
1.16	Fault Finding supply cable	Per fault	8		
1.17	Repair faulty cable	Per faulty/ Joint	8		
1.18	Hiring of the cherry picker	hr	63		
1.19	Hiring of the crane truck	hr	63		
Total					
VAT @15%					
Total					

The price schedule above must include transport, equipment to lower the high mast and any related equipment and labour costs.

SCHEDULE OF QUANTITIES

GENERAL MAINTENANCE OF HIGH MASTS –Year 3					
Item No	Description	Unit	Quantity	Supply Rate	Labour Rate
1.1	Replace/install miniature circuit breaker on control panel or pole 80A	each	22		
1.2	Replace/install bypass breaker 5A	each	22		
1.3	Replace contactor on control panel	each	22		
1.4	Replace/install photocell breaker 5A	each	22		
1.5	Replace/install light breakers 15/20A	each	22		
1.6	Replace/install photo cell on control panel or pole	each	22		
1.7	Replace/install ignitor 400	each	22		
1.8	Replace/install ballast 400	each	22		
1.9	Replace/install lamps 400W	each	44		
1.10	Replace faulty control equipment inside luminaire.	Per Luminaire	130		
1.11	Reset tripped circuit breaker only	each	22		
1.12	Lowering and raising of high mast.	each	22		
1.13	Replacement of trailing cable in high mast.	Per high mast	22		
1.14	Replacement of high mast door/cover	each	22		
1.15	Welding close of high mast door/cover	each	16		
1.16	Fault Finding supply cable	Per fault	8		
1.17	Repair faulty cable	Per faulty/ Joint	8		
1.18	Hiring of the cherry picker	hr	63		
1.19	Hiring of the crane truck	hr	63		
Total					
VAT @15%					
Total					

Summary of Bill of Quantities

CONTRACT SUM (Carried to Form of Offer)

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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 BY/ON BEHALF OF TENDERER

NAME

SIGNATURE

DATE

COMPANY STAMP

Part C3: Scope of Work

SCOPE OF WORK

OVERVIEW OF THE WORKS

The contractor may however be requested by the Electricity Department's authorised representative to carry out only a certain item/section/portion of the work as per the bill of quantities and be paid accordingly. The Contractor shall provide the resources, personnel, transport, equipment, hand tools, consumable spares and materials (where requested to do so), necessary to carry out the repairs and maintenance on the municipality's electrical network as and when required (this will require the Contractor to make himself/herself available to carry out repairs, etc, 24 hours a day and 365¼ days a year and the contractor shall be on site of the repair work to be carried out within one hour of being contacted by the Ngqushwa Local Municipality – Electricity Division, with all personnel, material and equipment necessary to carry out the task required.

BASIC DESCRIPTION OF THE VARIOUS TASKS

The contractor must collect all material required for the successful completion of the work, either from the Electrical Depot or the Municipal Store. The Contractor remains responsible for the correct material, even if the material is provided by the Municipality.

The contractor or his/her representative must be available on call during office hours and after hours by means of a cellular phone and the cost of the cellular phone calls made by the contractor to the Municipality to be included in the rates.

Contractors must identify themselves on request to all customers, stating their business and producing proof of their appointment for the task.

If it appears to the NLM that the Contractor:

- Has not commenced the work timeously; or
- Has not made due progress with the work or exercised due diligence in its execution or maintained it satisfactorily; or
- Has not completed the work timeously; or
- Has not executed the work in accordance with this agreement; or
- Has failed to comply with any other provision of this Agreement; or
- Has abandoned the contract, then

NLM may issue a written warning to the Contractor regarding his/her non-compliance to the bid specifications. After one (1) written warning notice for non-compliance with the prescribed bid specifications, the Contractor may be deemed to be in breach of Contract, and the appointment may be terminated.

In instances where material cannot be supplied by the Municipality, the successful contractor/s can be requested to supply the required material according to the NLM specification at market related cost (proof of purchase will be required which must be market related) and the successful contractor/s will be allowed a mark-up of 10% on the said purchased equipment.

In the event of any dispute arising from whether such pricing is market related or not, three quotations will be called by Ngqushwa Local Municipality for the same material from three different suppliers and the cheapest of the three will be accepted by the contractor and NLM as the market related value.

Damage to services

The contractor will be responsible for any destruction/damage in determining the exact extent and location of any services and shall be liable for damages to any such services or any damages suffered by a third party as a result of the excavations carried out by him/her. **Damage to services shall immediately be reported to the relevant department.**

The Electricity Division shall, upon the contractor's request, render the necessary assistance to point out to the contractor any services on site. The contractor must make application for way-leaves in terms of the municipality's standard requirements.

EQUIPMENT AND TOOLS

The contractor must supply all the required tools and equipment necessary to carry out the required maintenance and repair work.

REGULATIONS

The work will be carried out strictly in accordance with the latest issues of the following documents:

- a) The Occupational Health and Safety Act, 1993 (Act 85 of 1993),*
- b) The Electricity Department's Standard Policies and Procedures,*
- c) Electricity Act, 1987 (Act 41 of 1987) (as amended). (Note, particularly, Government Gazette R103, 26 January 1996),*
- d) Any special requirements of the NLM representative.*

INSPECTIONS

The Ngqushwa Local Municipality representative will on a random basis, inspect the works.

PAYMENT

Payments will be made on a monthly basis for work completed during a specific month. Payment will be made within thirty (30) days from the date that the invoices have been received by the Ngqushwa Local Municipality representative.

BID TO BE COMPLETE

The Bidder must supply the required information and complete all documents forming part of the Bid document. Any bid which is not fully completed will not be considered. The Schedule of Quantities must be fully priced in the currency of the Republic of South Africa and the bid amount must be forwarded to the Form of Bid. Should any item in the Schedule of Quantities however not be priced it will be accepted as included in the other priced items.

SIGNING OF BID

The Contract Form must be signed by a person duly authorized to do so. A bid submitted by a Corporation must carry the seal of Corporation and signed by the authorized Secretary. A bid submitted by a Consortium of Companies must be accompanied by a registered agreement between the companies concerned with regard to the contract under consideration. The above document must include all relevant details of the agreement so that the function of the Consortium can be evaluated. Share certificates in regards to the compilation of the Company, Corporation, Consortium, etc must be included in the document.

BID TO BE ALL INCLUSIVE

The Bidder must allow in the bidding rates for all labour, materials, equipment, temporary works, arrangements, etc. for the satisfactory completion of the Works according to the Bid documents. No additional payments will be considered. Should a Bidder wish to deviate from the specifications or propose different construction materials or methods, he may do so, provided that full details are submitted with the bid. Notice of any deviations or alterations must be given in the schedule provided or in a letter to be attached to the technical proposal.

CORRECTION OF BID BY EMPLOYER

The employer reserves the right to correct arithmetical or other errors in the calculation of the Bidding amount.

COST INCURRED BY BIDDER

The Employer is not responsible for any costs or losses incurred by any Bidder during the preparation of this Bid or the visit to the site for the official site inspection.

ACCEPTANCE OF BID

The council is not committed to accept the lowest or any bid and reserves the right to accept any bid as a whole or in part. The lowest bid will thus not be accepted. The Employer also reserves the right to award any part of the bid to any Bidder.

- The successful/unsuccessful bidder may on written request be advised on the acceptance or rejection of a bid in terms of the access to information Act.
- Written acceptance of this bid will make the contract binding on both parties.

FORMAL AGREEMENT

The successful bidder will enter into a formal agreement with Ngqushwa Local Municipality.

REQUIREMENTS TO BE OBSERVED WITH REGARD TO VEHICLES AND OPERATORS

The Contractor shall ensure that the driver of the specific vehicle is in possession of a valid driver's license to operate the vehicle, and where applicable, a valid certificate of competency to operate the relevant equipment. The Contractor shall ensure that the vehicle is licensed and roadworthy, the license disc shall be displayed on the windscreen. The Contractor shall furnish certified copies of the valid driver's license and certificates of competency to Ngqushwa Local Municipality within five days from the date of signature of the contract, and at any time when the contract is requested by the Municipality.

INSURANCE

Without in any way limiting the obligations, liabilities and responsibilities of the Contractor in terms of the Contract or absolving the Contractor from such obligations, liabilities and responsibilities, the Contractor shall unless expressly stated otherwise elsewhere in this Contract, purchase and maintain at its own cost insurance to cover. Its responsibilities in terms of the contract, including cover for loss or damage to its own tools, facilities, plant, equipment spares, material, spares and the works.

Insurance in terms of the Compensation for Occupational Injuries and Diseases Act number 130 of 1993 as amended. The Contractor shall submit proof, to the satisfaction of the Municipality, before it commences with the Work that it has paid all assessments due to the Workmen's Compensation Commissioner for the current year in respect of its own and its Sub-contractor's employees to be engaged on the work. In the event of the Work under this Contract extending into the next year, this condition must be fulfilled as soon as the Commissioner has made an assessment.

CONTRACTOR shall furthermore provide:

- Employers Common Law Liability Insurance covering Contractor's liability at Common Law to its employees for a minimum amount of R1 000 000.00 per occurrence.
- Legal Liability Insurance in respect of claims for death of or injury to persons or loss of or damage to third party property (other than the work) for a minimum amount of R1 000 000.00 per occurrence,
- Motor Vehicle Liability Insurance in respect of all motor vehicles brought onto the premises of Ngqushwa Local Municipality.
- Contractor and its Sub-Contractor's shall, at their own cost, arrange and maintain, for the period of the Contract, any insurance additional which they may deem appropriate.
- Contractor shall arrange to have Ngqushwa Local Municipality noted as co-insured on all its policies arranged in compliance with this Contract for the duration of the Contract period.
- The Contractor shall submit proof, to the satisfaction of Ngqushwa Local Municipality, before it commences with the work or within fourteen (14) calendar days of the signing of the Contract whichever occurs earlier that it has complied with all the provisions in regards to Insurance. Ngqushwa Local Municipality shall at all times be entitled to inspect the insurance policies, and the Contractor shall allow Ngqushwa Local Municipality to inspect after a written request to do so.

MINIMUM STANDARD

All items offered within this contract must comply with the relevant SABS standard. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

PRICES

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

CIDB (CONSTRUCTION INDUSTRY DEVELOPMENT BOARD)

Only those bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of bids, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bid for a 1EP class of construction work, are eligible to submit bids.

PREVIOUS EXPERIENCE IN STREET AND AREA LIGHTING SYSTEMS AND THE LOW-, MEDIUM- AND HIGH VOLTAGE ENVIRONMENT

It is a specific requirement that companies be able to demonstrate previous experience in the comprehensive maintenance of area lighting systems and the low-, medium-and high voltage environment. Please provide as much detail as possible. The bidder must supply full details, including the names of contact persons, of similar work, which he/she has successfully completed.

The appointed contractor/bidder shall in all cases be responsible for carrying out and completing the work/task expeditiously, in a proper and workmanlike manner to the satisfaction of the NLM.



P.O. Box 539, Peddie 5640

**APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND MAINTENANCE OF HIGH MAST LIGHTS
FOR A PERIOD OF 36 MONTHS.
8/2/053/2022-2023**

TERMS OF REFERENCE

INTRODUCTION OF THE PROJECT

The Ngqushwa Local Municipality (NLM) is the Local Municipality situated within the Amathole District Municipality, and in terms of the law it has a responsibility to deliver basic services to its citizens.

There are streets and places within the NLM that were identified which have High mast Lights and has become a crime zone because of the dark areas. It is on these bases that NLM Municipality seeks to acquire the services of the experienced professional Service Provider(s) to conduct repairs on High Mast Lights in those areas namely Peddie Town, Hamburg town and Glenmore.

SPECIFICATIONS

All specifications are as per SANS and Particular Specifications. In respect of general and pro-active maintenance of high mast lights.

- Replacement of any faulty component
- Replacement of stainless steel wire ropes
- Demonstrate to Municipality official that Mast is working

SPECIFIC REQUIREMENTS

The contractor shall be responsible for:

- Hiring of mobile crane
- Labour, Travel and Accommodation of his/her team
- Be fully responsible for all work and services performed

