

TENDER DOCUMENT NUMBER SCM/TSW/04/2022

TENDERERS ARE INVITED FOR THE APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY (EEDSM) PROGRAM FOR A PERIOD OF 36 MONTHS

CLOSING DATE: 29 August 2022

CLOSING TIME: 12H00

ENQUIRIES: Ms Puseletso Loape

ADDRESS: 01 Bosman Street

Civic Centre

Bultfontein

9670

TEL NUMBER: 051 8531111

NAME OF BIDDING COMPANY:

CONTACT PERSON (*FULL NAMES*):
.....

TEL NO: (.....) CELL:

CENTRAL SUPPLIER DATABASE NO:

SIGNATURE OF TENDERER:

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TSWELOPELE MUNICIPALITY TENDER NO. SCM/TSW/04/2022

Tenders are hereby invited from:

TENDERS ARE INVITED FOR THE APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT (EEDSM) PROGRAM FOR A PERIOD OF 36 MONTHS

Completed tenders in a sealed envelope, clearly marked:

Tender No. SCM/TSW04/2022-2023 – for the appointment of an implementing agent to provide full service for the design and implementation of energy efficiency and demand side management (EEDSM) program for a period of 36 months.

Tender documents must be placed in the tender box at the Local Municipality on the SCM/TSW04/2022-2023: Bosman Street, Civic Centre, Bultfontein, 9670 by no later than **12:00** on **29 August 2022**. Late or unmarked tenders will not be considered. **Hand-delivered or posted bids are acceptable but tenders received per fax or e-mail will NOT be accepted.**

Tenders will be evaluated according to Functionality criteria as well as on 80:20 basis and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Tswelopele Local Municipality's Supply Chain Management Policy.

THE TENDER DOCUMENT CONTAINS DETAILED INFORMATION AND IS MORE EXPLICIT ON THE EVALUATION CRITERIA.

For more information, contact PJ Loape @051 8531111 during office hours.

The Tswelopele Local Municipality does not bind itself to accept the lowest or any tender.

BP Dikoko
Acting Municipal Manager
01 Bosman Street
Civic Centre
Bultfontein
9670

INVITATION TO BID

TENDERS ARE INVITED FOR THE APPOINTMENT OF AN IMPLEMENTING AGENT TO PROVIDE FULL SERVICE FOR THE DESIGN AND IMPLEMENTATION OF ENERGY EFFICIENCY AND DEMAND SIDE MANAGEMENT (EEDSM) PROGRAM FOR A PERIOD OF 36 MONTHS

BID NUMBER: SCM/TSW04/2022-2023

CLOSING DATE: 09 August 2022

CLOSING TIME: 12:00

DEPOSITED IN THE TENDER BOX SITUATED AT
Tswelopele Local Municipality 01 Bosman Street Civic Centre Bultfontein 9670

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open from 7:30 till 16:20, 5 days a week.

Bids must be submitted on the Official Forms and in accordance with the outlines schedules (NOT TO BE RETYPED)

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA & associated regulations.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible & Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference and must be accompany by Bank Confirmations:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER'S HEADOFFICE
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

NB: Please enclose an original bank confirmation letter with the bank stamp in the tender document.

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Tswelopele Local Municipality in respect of the following:

TENDER NUMBER: SCM/TSW

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMAN SIGNATURE)

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

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			

CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 5 – (Declaration for Procurement above R10 Million (VAT Included))	Yes	No	
MBD6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

TSWELOPELE LOCAL PROCUREMENT

A. GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

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

assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

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

4. Standards:

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

5. Use of contract documents and information inspection:

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights:

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

7. Inspections, tests and analyses:

- 7.1 All pre-bidding testing will be for the account of the bidder.
- 7.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 7.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 7.4 If the inspections, tests and analyses referred to in clauses 7.2 and 7.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 7.5 Where the goods or services referred to in clauses 7.2 and 7.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 7.6 Goods and services which are referred to in clauses 7.2 and 7.3 and which do not comply with the contract requirements may be rejected.
- 7.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 7.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

8. Packing:

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

9. Delivery and documents:

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

10. Insurance:

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

11. Transportation:

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

12. Incidental services:

- 12.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- 12.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 12.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 12.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 12.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 12.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 12.2 Prices charged by the supplier for incidental services, if not included in the contract price for the good shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

13. Spare parts:

- 13.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 13.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - 13.1.2 in the event of termination of production of the spare parts:
 - a) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

14. Warranty:

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

15. Payment:

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

16. Prices:

- 16.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider 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.

17. Variation orders:

17.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

18. Assignment:

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

19. Subcontracts:

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

20. Delays in the Supplier's Performance:

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

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

20.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

20.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

21. Penalties:

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

22. Termination for default:

22.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

22.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- 22.1.2 if the supplier fails to perform any other obligation(s) under the contract; or
- 22.1.3 if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 22.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to the undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 22.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 22.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 22.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 22.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 22.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
23. Anti-Dumping and Counter-Vailing duties and rights:
- 23.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
24. Force Majeure:
- 24.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 24.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the suppliers shall continue to perform its obligations under the contract as far as is reasonably practical, and shall

seek all reasonable alternative means for performance not prevented by the force majeure event.

25. Termination for insolvency:

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

26. Settlement of disputes:

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

26.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

26.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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

26.4.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

27. Limitation of liability:

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

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

27.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

28. Governing language:

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

29. Applicable law:

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

30. Notices:

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

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

31. Taxes and duties:

31.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such

- levies imposed outside the purchaser's country.
- 31.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 31.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 31.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
32. Transfer of contracts:
- 32.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.
33. Amendment of contracts:
- 33.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
34. Prohibition of restrictive practices:
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was/were involved in collusive bidding.
- 34.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

B. Tender Pre-Qualification Criteria

1. **Only Bidders with a level One(1) BBB-EE Status Contributor are invited submit bid proposals.**
2. **Only Bidders who completed at least one similar project are invited to submit bid proposals.**
3. **Only Bidders who are registered South African National Energy Development Institute (SANEDI) and/or Department of Mineral Resources and Energy (DMRE) Energy Services Company (ESCo's) are invited to submit bid proposals.**
4. **No Clarification meeting will take place but the successful bidder will have to make a presentation on the functional operations of their bid.**

C. TENDER SPECIFIC CONDITIONS OF CONTRACT

SPECIFIC SPECIFICATIONS FOR THE TENDER:

SCOPE OF WORKS

Abbreviations

Tswelopele Local Municipality	TLM
Occupational Health and Safety Act	OHS Act
General Conditions of Contract	GCC
Engineering Council of South Africa	ECSA
South African National Standards	SANS
Energy Efficiency and Demand Side Management	EEDSM
Greenhouse Gases	GHG
Department of Mineral Resources and Energy	DMRE
South African National Energy Development Institute	SANEDI

1. PROJECT BACKGROUND – DMRE PERSPECTIVE

The overall objective of the proposed project is to track, and monitor progress against the national target for energy in the public sector through the implementation of energy saving interventions and the establishment of a comprehensive monitoring system.

Energy efficiency is widely recognized as the most fundamental short-run imperative for rapid, ambitious and cost-effective, least-polluting and readily available energy source. More than half of the electricity-sector related carbon emissions reduction target and the coming twenty years could be achieved through energy efficiency.

Efficiency can enhance the competitiveness of economies while helping to alleviate energy poverty as energy becomes more available. Energy productivity gains will lower the cost for the economy as a whole, enhance the supply security and reduces the need to develop new sources of energy supply to serve those without access to modern energy services for health and education enhancement. Accelerated energy efficiency can also create attractive green jobs and businesses.

As a commitment to this process, government published in 2005 the National Energy Efficiency Strategy that set a target of 12% Energy Demand Reduction to be achieved by 2015. In addition, the Department of Energy's approved

2012 Plan for the next three years, which requires national energy savings from implemented Energy Efficiency and Demand Side Management (EEDSM) measures across all sector including the public sector. The Municipal Energy Efficiency Project, making part of the EEDSM program, is to assist the Department of Energy in implementing energy efficiency projects in municipalities that will contribute towards the achievement of these targets, and also to provide an energy efficiency base line for the next financial year.

In the light of the above, the South African Government through the Department of Energy has embarked on a process of developing and implementing the National energy efficiency strategy, Energy Efficiency Tax Incentive Scheme, Energy Management Systems and Standards, and Energy Efficiency Monitoring System. This overall target is based on sectorial targets from the residential section (10%), industrial and mining sector (15%), commercial and public buildings (15%), power generation (15%), and transport (9%). Although a variety of energy efficiency measures have been introduced since 2005, monitoring and quantification of energy savings has been a challenge.

In addition, various sector energy efficiency improvement programs have been implemented, namely the Municipal Energy Efficiency Program, the Public Building Energy Efficiency Program, Industrial Energy Efficiency Program, and the other initiatives led by the private sector.

2. DESCRIPTION OF WORKS

Proposals for the provision of Energy Management services are requested for planning, preliminary design, detailed design, drafting installation specification, installation, monitoring, reporting, supervision, monitoring and successful completion of the Energy Efficiency and Demand Side Management project. Proposals are requested for the appointment of the rendering of full professional services for the electricity department within the boundaries of Tswelopele Municipality.

The bidder shall serve as the Service Provider, Contractor, Project Manager/Administrator and as well as an Occupational Health and Safety officer for the project.

2.1 OBJECTIVE

The purpose of this document is to invite tenders from suitably qualified and experienced Energy Management Companies to provide turn-key solution for the design and implementation of Energy Efficiency and Demand Side Management (EEDSM) program on behalf of the municipality.

2.2 LOCATION OF WORKS

The project is located in and around the jurisdiction of Tswelopele Municipality for the following municipal infrastructure:

- Street Lighting/Public lighting
- Municipal buildings/facilities
- Municipal water and wastewater treatment plants

The exact location of the project and selected infrastructure will be specified subject to discussion between the municipality and the successful bidder upon appointment.

3. LEVEL OF SERVICES

The duties to be performed by the Service Provider are to do planning, investigate, design & assessment, provide normal service and/or additional services necessary for the execution and implementation of the EEDSM project. This project also includes liaison with relevant council officials and other stakeholders.

The services will be as defined in the Engineering Council of South Africa (ECSA), Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000).

The engineering service are described in the afore-mentioned guideline document, comprises mainly of the following stages:

Stage 1 – Inception which includes:

- o Establishing the project requirements, preferences and options.
- o Preparing project brief, including project objectives, priorities & constraints integrating assumptions and outlining strategies.

Stage 2 – Concept and viability which includes:

- o Establishing the project brief in line with the municipality/DMRE requirements, objectives and priorities.
- o Preparing preliminary design to outline the project scope, scale and function in accordance with the project brief

Stage 3 – Design development which includes:

- o Incorporate the municipality/DMRE's requirements into the finalised design, outline design specifications, cost plan, financial viability and program for the project
- o Submit all documentations for approval.

Stage 4 – Documentation and procurement which includes:

- o Prepare procurement and construction documentation including working drawings where necessary.
- o Administration of procurement procedure for effective and timeous procurement of goods/materials and services

Stage 5 – Contract administration and inspection which includes:

- o Manage, administer and monitor the construction contract and processes that includes acting as OHS agent for the municipality
- o Coordination of procedure and documentation to facilitate practical completion of the works

Stage 6 – Project Closure which includes:

- o Completing all project closure processes including preparation of all necessary documentation to facilitate effective completion, hand-over and operation of the project

In addition to the above bullet points, the appointed Service Provider will be responsible for the selection and implementation of the energy efficiency technologies.

4. SCOPE AND SPECIFICATON OF PROFESSIONAL SERVICES

The Service Provider is expected to provide full range of professional services including the planning, investigations, design, and assessment and provide normal service and/or additional services necessary for the execution and implementation of the project.

This will also include liaising with relevant municipality officials and other relevant stakeholders as will be defined by Local Municipality. The exact location of the project will be made known to the successful tenderer. The Service Provider is responsible for full coordination, monitoring and management of the professional team and the implementation of the project.

It is envisaged that through the municipal EEDSM interventions, Tswelopele Municipality will reduce the Eskom electricity bills by optimizing energy use, improve service delivery and reduce GHG emissions.

All savings derived from the successful implementation of the EEDSM programs will be solely belonging to Tswelopele Municipality and no sharing will be made with the appointed service provider.

The scope of work to be executed will include the following:

- o Propose project team that will include both the professional and contracting personnel
- o An energy audit and baseline study of all public facilities in the municipality's demarcation targeted for energy efficiency to the extent that it is financially feasible
- o Recommendations for improvements to operation and maintenance practices of the selected technologies
- o Listing of energy efficiency measures prioritized according to the highest rate of return on investment and organized into short, medium- and long-term categories
- o Providing a detailed methodology that is going to be followed in order to achieve the energy savings
- o Financial details on the investment required, including materials and service providers, expected savings and payback period
- o Monitor the installation teams for the duration and extent of the works
- o System mapping of the public facilities within the municipality to cover size, geographic location, type of technology, etc.
- o Energy efficiency awareness and communication
- o Monitoring, reporting and verification of energy savings
- o Business plan development for DMRE approval for selected initiatives
- o Assisting the municipality with motivating for further funding applications to the DMRE Municipal EEDSM grant in the coming financial years

Note that the selected energy efficiency initiatives to be implemented are subject to availability of DMRE Municipality EEDSM funds.

5. TECHNICAL EXPERIENCE AND CAPABILITY REQUIREMENTS

A technical proposal is required and must include full details of the Service Provider that will be involved in the project. The service provider is encouraged to sub-contract part of the scope to local SMME's.

The work to be undertaken by the Service Provider must include, as a minimum, the following tasks:

- o Project Management
- o Energy Audits
- o Baselines Creation
- o Detailed Design
- o Business Case Development

- o Implementation Works
- o Project Monitoring
- o Measurement and Verification Preparations

The municipality reserves the right to reject the proposal if, in its opinion, the Service Provider or any of the contractors does not have the capability or will not be able to provide the continuity required for the successful completion of the project.

The Service Providers must have the professional personnel with the experience and expertise described in the following section.

The proposal must include all the required information specified and supporting documentation, failure to comply may result in disqualification of the proposal. In situations where it is clear to the municipality that information has inadvertently been left out, the municipality may contact the Service Provider with a request to submit the required information.

The municipality reserves the right to request additional information from Service Providers over and above the information specified in this document. Such information will form part of the submitted proposal and will be taken into account during the evaluation of the proposals. Non-submission of such information will lead to the disqualification of a proposal.

It is particularly important to note the proposal must clearly show that the Service Provider and sub-contractor (where applicable), must at least comply with all the conditions and requirements as set out in this document. In addition, the proposal must also include a method statement that the required services will be carried out to a standard acceptable to the municipality. The municipality reserves the right to reject the proposal should the proposal not materially comply with the condition and requirements of the documents, or where the municipality is of the opinion that the Service Provider will not be able to provide the services to standards acceptable to the municipality.

6. KEY PERSONNEL

The proposal must include full details of all key personnel who will be involved in the project. The service provider shall maintain the involvement of the key personnel as the exigencies of this contract. Should it become necessary to replace any of the key personnel as detailed at the time of the tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience and only when a written approval has been obtained from the municipality.

Sufficient suitably qualified professional staff must be made available by the Service Provider and contractors to undertake the full scope of the project. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in these fields. The proposal must include documentary evidence that each proposed professional meets these requirements.

The person nominated to act as a project manager or project leader for implementation of the project must be a registered professional with the Engineering Council of South Africa (ECSA) with at least 5 (five) years verifiable post graduate experience relevant to the project. This person must have successfully managed and completed at least three similar types of projects. The proposal must include details of these projects.

All other personnel who will be responsible for different components of the project must be qualified professionals in their particular fields.

The Service Provider must have one or more staff members, one of which may be the project manager, available with the required experience and who will be responsible for the fields of work described below. Note that one staff member may be responsible for more than one field or work and that it is NOT a requirement that a different staff member is required for each of the fields of work.

The Service Provider and sub-contractors must have suitably qualified staff members who will be responsible for the particular aspects of the project. The proposal must include full details and documentary evidence that the requirements are met (CV's must be included with the proposal).

7. FUNCTIONALITY EVALUATION CRITERIA

The proposals will be evaluated based on the following criteria

No.	Criteria	Points	Notes
1.	<p>Company Experience:</p> <p>The Bidder's experience or track record in energy auditing, and implementation of energy projects must be supported by 5 reference signed letters for relevant projects with contact details of the clients as proof of the projects executed.</p> <p>Note: If more than one of the listed relevant projects were undertaken for the same client, one letter from the client listing all the projects will suffice. For example, if one client lists 3 relevant projects then the letter will be scored as 3 projects instead of 1 project if all 3 projects are relevant.</p> <p>IT SHOULD BE NOTED THAT PROPOSALS THAT ARE UNCLEAR AND NOT ADHERING TO THESE INSTRUCTIONS WILL FORFEIT POINTS.</p>	<p>Maximum 25 Points</p>	<p>None-Responsive/ 1 Reference Letter = 5</p> <p>Up to 3 Reference Letters= 10</p> <p>Up to 5 Reference Letters= 15</p> <p>Up to 7 Reference Letters= 25</p>
2.	<p>Key Personnel:</p> <p>Engineer: Minimum Qualifications: Bachelor/BTech Degree in Electrical Engineering, ECSA Registration as Professional Engineer.</p> <p>Electrical Technician: Minimum Qualifications: Diploma in Electrical Engineering, Wiremans Licence, and 3 years' experience in similar projects</p> <p>Safety Officer: Minimum Qualifications: Diploma in Occupational Health & Safety Management and 3 years' experience on similar projects</p> <p>NB: Copies of Certificates and brief CVs/Profiles of the proposed project team leader and member(s) describing their relevant skills and experience, and roles in the proposed projects must be included in the proposal, failure to attach will result in bidders</p>	<p>Maximum 35 points</p> <p>(15)</p> <p>(10)</p> <p>(10)</p>	<p>< 3 years= 0 3 years' experience= 5 4 years' experience= 10 5 and > years' experience= 15</p> <p>< 3 years= 0 3 years' experience= 3 4 years' experience= 6 >5 years' experience= 10</p> <p>< 3 years= 0 3 years' experience= 3 4 years' experience= 6 >5 years' experience= 10</p>

	forfeiting points. Only certified documents will be considered		
3.	<p>Project Methodology & Plan:</p> <ul style="list-style-type: none"> A clear methodology with milestones must be indicated in the proposal. The methodology must outline how the planned work will be carried out showing clearly how each task will logically lead to specific deliverables. Detailed work plans, including timetable for each deliverable. The stakeholder's management plan should be included, identify all key stakeholders and how they will be engaged on the project (i.e. communication strategy and plan) should be part of the project plan <p>NOTE: IT SHOULD BE NOTED THAT PROPOSALS THAT ARE UNCLEAR AND NOT ADHERING TO THESE INSTRUCTIONS WILL FORFEIT POINTS</p>	Maximum 40 points	<p>Clear and detailed methodology = 15 Generic methodology = 5 Methodology not provided = 0</p> <p>Detailed workplan provided = 10 Workplan not provided = 0</p> <p>Clear and detailed project plan, stakeholder management plan & organogram provided = 15 Generic project plan, stakeholder management plan & organogram provided = 5 No project plan provided = 0</p>
	TOTAL	100	

Tenders will be evaluated for Functionality, which will be scored out of **100** points. **A minimum score of 60 or more points will qualify a Tenderer for further evaluation.** Tenderers scoring less than 60 points will be disqualified. The contractor who will score 0 on organizational experience and personnel experience will automatically be disqualified even when she/he can achieve other points. Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience and expertise required to undertake a project of this nature. The onus rests with the tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for the particular item.

The tender will be adjudicated on the basis of the Preferential Procurement Policy Framework Act (Act No.5, 2000), and the regulations pertaining thereto (2017), as well as the XXX Municipality's Supply Chain Management Policy.

The Service Provider shall supply the XXX Municipality and include in the bid document, copies of all documentation in support of the qualifications and experience of the personnel he intends to use and all resources as specified under functionality criteria. Contractors who cannot offer competent, qualified personnel, (as defined in the Occupational Health and Safety Act (Act 85, 1993)) and inexperienced personnel in this field and provide proof specified under functionality criteria will not be considered and their bid will be rejected. Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of skills to undertake a project of this nature. The onus rests with the tenderer to supply sufficient information to allow acceptance of proof required. If insufficient proof is provided, the bid will be rejected. Functionality criteria serve only to qualify a tender for further evaluation for Price and Preference. The 80/20 evaluation criteria will be used where Price will be allocated 80 points and Preference will be scored out of 20 points.

Points for Functionality serve only to qualify a tender for further evaluation for Price and Preference.

Failure to provide any justification shall result in the tender being rejected. The Employer may evaluate the justification documentation independently and shall in such cases, in his evaluation of the tender,

8. PROJECT DELIVERABLES

The successful Service Provider will be expected to provide the following deliverables under the project:

- o Energy Audit Report
- o Energy Inventory Report
- o Business Plan to be approved by DMRE
- o Implementation of the approved EEDSM Initiatives

The above-mentioned documentation will provide the results of the investigations undertaken on energy using resources of the municipality, including quantities, the technologies used and current energy consumption baselines.

These documents will also provide details of the recommended energy efficient technologies including calculations that will indicate the kWh and R savings to be achieved per annum by the project.

Furthermore, the Service Provider will manage and implement the approved EEDSM initiatives as per the developed, submitted and approved business plan.

9. PRICING

This tender will be evaluated using 80/20 evaluation, bidders must state the value of their fees as follows:

Item
Value in Rands and percentage of the total grant allocation the bidder will charge for his professional fees, this fee should cover the Design, Audit, Compilation of Business Plan, Project Monitoring, attending meetings and travelling.
Value in Rands and percentage which the bidder will charge for the supply of material during project implementation.

Bidders are advised to also state values and percentages in their submitted Project Methodology Plan, for ease of reference i.e. project task/activity/output vs cost of implementation.

It must be noted that Tswelopele Municipality reserves the right not to award the lowest or any bid.

10. OVERVIEW OF THE WORKS

The Service Provider's lead may however be requested by the Electricity Department's authorized representative to carry out only a certain item/section/portion of the work as per the bill of quantities and

The Service Provider 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 Service Provider to make himself/herself available to carry out repairs promptly). The Service Provider's responsetime shall be within an 48 hours after a call from the municipality.

11. BASIC DESCRIPTION OF THE VARIOUS TASKS

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

The Service Provider's lead or his/her representative must be available 24/7 on call by means of a cellular phone. The cost of the cellular phone call made by the Service Provider's lead to the Municipality is to be included in the rates. Service Provider's leads must identify themselves on request to all customers.

12. SITE MAINTENANCE

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The field workers shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

The Service Provider shall provide the necessary watch guards as required in order to guard the contract sites, works and equipment, while the work is being carried out, if required. Material and spares must be relocated to a safe location in the case of where the repair procedure takes a number of days to complete the task, the relocation and storage will be the responsibility of the Service Provider.

Please note that the Service Provider will be responsible for the safeguarding and in the event of theft, vandalism or damage, the replacement of any material issued to him/her by Tswelopele Municipality, until such time as the equipment has been energized and taken over by Tswelopele Municipality.

13. DAMAGE TO SERVICES

The Service Provider 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 Service Provider's request, render the necessary assistance to point out to the Service Provider any services on site. The Service Provider must make application for way-leaves in terms of the Municipality's standard requirements.

14. EQUIPMENT AND TOOLS

The Service Provider must supply all required tools and equipment necessary to carry out the required EEDSM undertakings or ensure that field work personnel have the required resources to carry out the tasks of the project.

15. 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) The Municipality's By-Laws,
- d) Electricity Act, 1987 (Act 41 of 1987) (as amended). (Note, particularly, Government Gazette

- R103, 26 January 1996),
e) Any special requirements of the Municipality's representative.

15.1 ACCESS ON PRIMARY, SECONDARY SUBSTATIONS, MINIATURE SUBSTATIONS AND STREET LIGHT KIOSKS

- a) A competent person shall be authorized in writing to open and enter the primary and secondary substations, open miniature substations and streetlight kiosks, if and when required.
- b) Whenever any substation, miniature substation or kiosk is visited, the doors and gates must be locked when leaving the premises. If no lock was fitted the contractor shall inform the Tswelopele Municipality presentative immediately, to ensure a lock is provided to him and the door or gate is locked.
- c) Care must be taken to ensure that nobody enters the premises while work is being carried out.
- d) Logbooks must be filled in on entering the substation or miniature substation and on completion of the work required.
- e) An authorized person that opens the substation, miniature substation or kiosk will remain in control of that substation, miniature substation or kiosk.
- f) The contractor(s) shall do a visual inspection to ensure that it is safe to enter. If there is any doubt about the safety of entering or carrying out work in the substations or opening miniature substation or kiosk doors, the matter must be reported to the Tswelopele Municipality representative.
- g) Some of the substations are fitted with pepper spray and the contractor must obtain the relevant information and requirements regarding those substations from the Tswelopele Municipality responsible person.

16. INSPECTIONS

The Tswelopele Municipality representative will inspect the works on a random basis.

17. PAYMENT

Payments will be made as received from DMRE based on submitted completed report by the Service Provider representative. The Contractor shall submit cashflows that will be submitted to DMRE for the grant of EEDSM. Payment will be made within thirty (30) days from the date that the invoices have been received by the Tswelopele Municipality.

I understand and having previously studied the contract documents, have made myself familiar with all local conditions likely to influence the work and the cost thereof.

I further certify that I am satisfied with all the descriptions of the work and explanations given by the said representative and that I understand exactly the work to be done, as specified and implied, in the execution of this contract.

(Signed) _____
TENDERER

Non-compliance to specification will invalidate your offer.

NB: Service providers are required to read and study the specification, its general condition of contract, as well as the instructions to them very carefully before submitting their offers.

Please note that it is the responsibility of the tenderer to do any site inspection and necessary to determine what is needed for the successful implementation of the proposed solution. Please note that all responsive tenderers may be requested to demonstrate the functionality of their proposed solutions to the tender offered.

Compliance with Specification

Tenderers shall submit with their tender a schedule listing clause-by-clause, specific details indicating compliance or non-compliance with the requirements of the Specifications of all three sections. Only fully compliant tender responses will be considered. Non-compliance or partial compliance to any part of the specification included herein will lead to automatic disqualification.

4. TENDERS WILL BE EVALUATED ON THE FOLLOWING CRITERIA:

PRICE **80 Points**

(The total price of the three year period will be used to calculate points)

B-BBEE STATUS LEVEL CONTRIBUTOR SCORECARD **20 Points**

Total Points **100 Points**

CERTIFICATE FOR MUNICIPAL SERVICES

Information required in terms of the Tswelopele Municipality’s Supply Chain Management Policy, Clause 28 (i) (c) (ii).

Tender Number: SCM/TSW04/2022-2023

Name of the Tenderer: _____

FURTHER DETAILS OF THE BIDDER/S: Proprietor / Director(s) / Partners, etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 22

SCHEDULE 1

SPECIFICATION OF PRODUCTS OFFERED

SCHEDULE 2

**PROOF OF REGISTRATION ON NATIONAL TREASURY'S
CENTRAL SUPPLIER'S DATABASE (CSD)**

&

TAX CLEARANCE CERTIFICATE/ TAX PIN NUMBER (MBD 2)

SCHEDULE 3

DETERMINATION AND OUTLINING OF FEES/PRICING SCHEDULE

SCHEDULE 4

DECLARATION OF INTEREST(MBD4)

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

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

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance

Management Act, 1999 (Act No.1 of 1999);

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or

business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

SCHEDULE 5

PREFERENCE POINTS CLAIM FORM (MBD 6.1) AND **B-BBEE CERTIFICATE ISSUED**

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 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;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) Status level certificate issued by an authorized body or person; B-BBEE
 - 2) Affidavit as prescribed by the B-BBEE Codes of Good Practice; A sworn
 - 3) Requirement prescribed in terms of the B-BBEE Act; Any other
- (i) **“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;
- (j) **“randvalue”** 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:

80/20 **or** **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative 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	NO
-----	----

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	NO
-----	----

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

[TICK APPLICABLE BOX]

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

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

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.

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2011**

WITNESSES

1.

2.

.....
SIGNATURE(S) OF

DATE:

ADDRESS

.....

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 BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

9. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

9.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

9.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

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

9.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a BBEE Verification Certificate from a Verification Agency accredited by the South African

Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 9.5. 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.

10. DEFINITIONS

- 10.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 10.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 10.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 10.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by and organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 10.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 10.6 “**comparative price**” means the price after the factors of a non-firm price and unconditional discounts that can be utilized have been taken into consideration;
- 10.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 10.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 10.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less .
- 10.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 10.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 10.12 “**non-firm prices**” means all prices other than “firm” prices;
- 10.13 “**person**” includes a juristic person;
- 10.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 10.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- 10.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 10.17 **“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; and
- 10.18 **“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.

11. ADJUDICATION USING A POINT SYSTEM

- 11.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 11.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 11.3 Points scored must be rounded off to the nearest 2 decimal places.
- 11.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 11.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 11.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

12. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

13. Points awarded for B-BBEE Status Level of Contribution

- 13.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 13.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 13.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 13.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 13.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 13.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 13.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

13.8 A person awarded a contract may not sub-contract more than 25% of the value of the Contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

14. BID DECLARATION

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

15. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS

15.1 B-BBEE Status Level of Contribution:..... =.....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

16 SUB-CONTRACTING

16.1 Will any portion of the contract be sub-contracted? **YES/NO (delete which is not applicable)**

16.1.1 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? YES/NO (delete which is not applicable)**

17 DECLARATION WITH REGARD TO COMPANY/FIRM

17.1 Name of firm :.....

17.2 VAT registration number :.....

17.3 Company registration number :.....

17.4 TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

17.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....
.....
17.6 COMPANY CLASSIFICATION

[TICK APPLICABLE BOX]

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

17.7 MUNICIPAL INFORMATION

Municipality where business is situated

Registered Account Number

Stand Number

17.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

17.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution has been claimed or obtained on 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) restrict the bidder or contractor, its shareholders and directors or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

- 1.
-
-

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

.....

.....

.....

.....

SCHEDULE 6

COMPANY PROFILE

SCHEDULE 7

CERTIFICATE FOR MUNICIPAL SERVICES

1. Service account of the business.
or
2. Lease agreement accompanied by service account of the lessor
Or
3. Services accounts for each director of the Business.

THE TENDER OFFER

I/We Mr/Mrs/Messrs _____ duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the Tswelopele Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender)

I/we agree that this offer shall remain valid for a period of 90 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the Tswelopele Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Tswelopele Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Tswelopele Municipality and I/we will then pay to the Tswelopele Municipality an additional expense incurred by the Tswelopele Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the Tswelopele Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the Tswelopele Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier 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.

Name: _____

Signature: _____

Capacity: _____

Date: _____

For the Employer:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 <input type="checkbox"/>
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 <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
 - 1 Includes price quotations, advertised competitive bids, limited bids and proposals.
 - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

TSWELOPELE 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 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.
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

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

TENDER CHECKLIST

NR.	DOCUMENT DESCRIPTION	SUBMITTED (Y/N)	POINTS CLAIMED (IF ANY)
1	Company Registration Documents		
2	SARS Pin		
3	Bank Confirmation Letter		
4	Authority to Sign		
5	BBBEE Certificate/ Sworn Affidavit		
6	Services for Business that is not in arrears for more than 90 days or Lease agreement accompanied by lessor services account.		
7	Directors' ID Copies		
8	Directors' Services account that is not in arrears for more than 90 days		
9	Share Certificate		
10	Proof of DMRE & SANEDI ESCo Registration		
11	Company Experience		
12	Key Personnel – Certified copy of qualifications and CV's		
13	Detailed Proposal		
14	Fully Completed Bid Document		