

Ubuntu Municipality



*menswaardigheid • hoop • erfenis  
ubuntu • ithemba • izithethe  
humanity • hope • heritage*

## UBUNTU LOCAL MUNICIPALITY

BID/TENDER

**APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR  
UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

**TENDER No: UB/VW/01/2021**

**ISSUED BY:**

MUNICIPAL MANAGER

78 CHURCH STREET

VICTORIA WEST

7070

# UBUNTU LOCAL MUNICIPALITY

Ubuntu Municipality



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ubuntu - themba - izithethe  
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## APPOINTMENT OF ELECTRICAL PROFESSIONAL ENGINEERING CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.

<b>CLOSING DATE: 28 AUGUST 2020</b>	<b>TENDER No:UB/VW/01/2021</b>	<b>CLOSING TIME:12H00</b>
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NAME OF BIDDER:	
ADDRESS:	
TELEPHONE NUMBER:	
CSD REG NO:	

# UBUNTU LOCAL MUNICIPALITY

Ubuntu Municipality



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ubuntu - themba - izilwethu  
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## TENDER NOTICE

### **APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

Bids are hereby invited for the **APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

Tenders must be submitted on the original documents and remain valid, irrevocable, and open for acceptance by the Municipality at any time for a period of 90 days after the closing date.

Bid documents containing specifications will be available on the municipal website from **13 August 2020**.

Sealed bids clearly marked: **“APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS”** must be placed in the tender box, situated in the main reception area of Ubuntu Municipality, 78 Church Street, Victoria West no later than **Friday, 28 August 2020 at 12:00**. Tender documents will be opened and registered in public at 12:00 at the municipality.

Bids will be evaluated in accordance to the functionality and eligibility criteria set as contained in the bid document. Forms MBD 4, 8 and 9 to be fully completed. Proof of both the municipal accounts of the directors and the business do not owe any municipality for services. Tender documents must be clearly flagged and referenced.

The Municipality reserves the right to withdraw any invitation for tender and/or to re advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest bid or award a contract to the bidder scoring the highest number of points.

**No clarification meeting will be held due to the COVID-19 pandemic.**

Bids that are late or incomplete will not be considered, whilst the lowest or only bids will not necessarily be accepted.

**Bids per fax or E- mail will also not be considered.**

Any enquiries can be addressed to Mr. A. Botha at 053 621 0036 during normal office hours.

**MR D MAPOSA**  
**MUNICIPAL MANAGER**  
78 Church Street  
VICTORIA WEST  
7070

# UBUNTU LOCAL MUNICIPALITY

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## APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS

### CONTENTS

<b>SECTION</b>	<b>CONTENTS</b>
1	GENERAL CONDITIONS OF TENDER
2	GENERAL CONDITIONS OF CONTRACT
3	SPECIFICATIONS
4	GENERAL INFORMATION
5	SPECIALIZATION/EXPERTISE
6	FORM OF OFFER
7	EVALUATION PROCESS AND CRITERIA
8	LIST OF RETURNABLE DOCUMENTS

**SECTION 1  
GENERAL CONDITIONS OF TENDER**

**1. GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

**2. ACCEPTANCE OR REJECTION OF A TENDER**

The Municipality reserves the right to withdraw any invitations to tender and/or re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

**3. VALIDITY PERIOD**

Warrants that the tender offer(s) remains valid, irrevocable, and open for acceptance by the Municipality at any time for a period of 90 days after the closing date stated on the front of the tender document.

Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the Municipality at any time after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the Municipality.

**4. COST OF TENDER DOCUMENTS**

Tender documents will be available free of charge on the municipal website.

**5. REGISTRATION ON ACCREDITED SUPPLIER DATABASE**

All service providers should be registered on the CSD.

**6. FUNCTIONALITY CRITERIA**

Tender will be evaluated according to the functionality criteria as set out in tender document.

**7. COMPLETION OF TENDER DOCUMENTS**

- a. The original tender document must be completed fully in black pen ink and signed by the authorised signatory to validate the tender. All the pages must be initialled by the authorised signatory and returned. Failure to do so may result in the disqualification of the tender.
- b. Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.
- c. The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.

**8. COMPULSORY DOCUMENTATION**

As listed in the document.

**9. AUTHORISED SIGNATORY**

- a. A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

- b. A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

#### 10. TENDER MEETINGS

No briefing session will be held due to the COVID-19 pandemic.

#### 11. SUBMISSION OF TENDER

- a. The tender must be placed in a sealed envelope clearly marked with the tender number, title as well as closing date and time and be placed in the tender box on the at the Ubuntu Local as listed on the Tender Invite Notice.
- b. Faxed, e-mail and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

#### 12. EXPENSE INCURRED IN PREPERATION OF TENDER

The Municipality shall not be liable of any expenses incurred in the preparation and submission of the tender. This is for the tenderer's expense.

#### 13. CONTACT WITH THE MUNICIPALITY

Any effort by the tenderer to influence the Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

#### 14. EVALUATION OF TENDER

Evaluation of tenders will be done in line with the criteria as set out in this tender document.

#### 15. PROCUREMENT POLICY

Bids will be awarded in accordance with the Preferential Procurement Policy Framework Act, No 5 of 2000, the Preferential Procurement Regulations, 2017 as well as the Municipality's Supply Chain Management Policy.

#### 16. LANGUAGE OF THE CONTRACT

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

#### 17. EXTENSION OF THE CONTRACT

The contract with the successful tenderer may be extended should additional funds become available.

#### 18. STAMP AND OTHER DUTIES

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

#### 19. WRONG INFORMATION SUPPLIED

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

## 20. ENQUIRIES

Enquiries in connection with this tender may be addressed to the person as listed in the tender notice.

## 21. ADDITIONAL CONDITIONS OF TENDER

- a. The lowest or any tenderer will not necessarily be accepted, and the Municipality reserves the right to accept the whole or any portion of the tender.
- b. Tenders must remain open for acceptance for a period of ninety (90) days from the closing date and appointments may be made at any time during the three year period.
- c. All details must be eligible to ensure the tender will be considered for adjudication.
- d. Corrections may not be made by means of a correction fluid such as Tippex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the tender if corrections are not made in accordance with the above.
- e. Any orders placed within the contract period, will be paid according to the prices applicable at the date of order.
- f. Consideration will only be given to consultants with a contact person specializing in the listed categories, and also with relevant professional registration status.
- g. Only professional engineering technicians, technologists, engineers firms/consultancies are to submit the applications.
- h. Companies, firms, consultants, institutions registered with the South African registrar of companies will be considered.
- i. A relevantly registered professional will mean a person specializing in a listed category.
- j. A contact person for the firm must be a professionally registered person in the employment of the firm or company.
- k. Preference shall be given to firms/companies with offices in Northern Cape.
- l. Preference shall be given to firms/companies with knowledge and experience of the infrastructure within Ubuntu Local Municipality with a good track record.
- m. All firms/companies that will be shortlisted will be visited for verification purposes.
- n. Audits may be conducted from time to time to verify the information submitted in the application forms. Any inconsistency, if not reported to Ubuntu Local Municipality, will constitute false declaration and thus lead to disqualification.
- o. Only one application per firm/consultancy is to be submitted, and not for each and every branch/office.
- p. Any changes in key technical personnel (due to resignations, transfers, replacements, etc.) should be reported to Ubuntu Local Municipality in order to record the changes.
- q. By completing and signing this application form, the applicant certifies the contents. False declaration shall lead to disqualification.
- r. Consulting firms currently appointed on projects with the Municipality will complete their projects but must still apply to be placed on the new Data Base for future projects.
- s. Payment will be in line with ECSA guidelines.
- t. Disbursements will be negotiated with professional service provider when appointed on a specific project.

## SECTION 2 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 thereto 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 its 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 at 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 among 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 goods, 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 supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as 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 supplier'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 supplier 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 / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 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.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 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.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 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.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 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.
- 8.8 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 22 of GCC.

**9. Packing**

- 9.1 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 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.
- 9.2 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.

**10. Delivery and documents**

- 10.1 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.

**11. Insurance**

- 11.1 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.

**12. Transportation**

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

**13. Incidental Services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) 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
  - (e) 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.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

- 14.1 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:
- (a) 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;
  - (b) in the event of termination of production of the spare parts:

- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. **Warranty**

- 15.1 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 13 supplied goods in the conditions prevailing in the country of final destination.
- 15.2 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.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 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.
- 15.5 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.

## 16. **Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 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.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

## 17. **Prices**

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

## 18. **Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 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.

## 19. **Assignment**

- 19.1 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.

## 20. **Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.
- 21. Delays in the supplier's performance**
- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 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 goods 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.
- 22. Penalties**
- 22.1 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.
- 23. Termination for default**
- 23.1 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:
- (a) 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;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 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 those 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.
- 23.3 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.

- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7. 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.

#### 24. **Antidumping and countervailing duties and rights**

- 24.1 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 goods 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.

#### 25. **Force Majeure**

- 25.1 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.
- 25.2 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 supplier 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.

#### 26. **Termination for insolvency**

- 26.1 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.

## 27. **Settlement of Disputes**

- 27.1 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.
- 27.2 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.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and / or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

## 28. **Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) 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 (b) 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.

## 29. **Governing language**

- 29.1 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.

## 30. **Applicable law**

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

## 31. **Notices**

- 31.1 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.
- 31.2 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.

## 32. **Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 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.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of contracts**

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. Amendment of contracts**

- 34.1 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.

**35. Prohibition of restrictive practices**

- 35.1 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.
- 35.2 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 as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 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.



**SECTION 3  
SPECIFICATIONS – SCOPE OF WORKS**

1. EMPLOYERS OBJECTIVES:

Proposals for the provision of electrical consulting engineering services are requested for the planning, preliminary design, detailed design, construction specifications, tender documentation, tender evaluation, construction supervision, monitoring and successful completion of various projects.

2. OVERVIEW AND EXTENT OF THE WORKS:

The Municipality needs to ensure service delivery. Various projects have been identified and more will be identified as further planning and investigations get underway. The tenderer is required to deliver **NORMAL SERVICES and ADDITIONAL SERVICES** as described within the **Guideline for Services and Processes for Estimating Fees for Persons Registered in Terms of the Engineering Profession Act**. The exact extent will be discussed with the client at the start of a project.

The appointed service provider shall have to work on risk until funding for a project has been secured, if no funding is currently available.

3. TIMEFRAME:

The project timeframe of a project will be finalized with the consultant when appointed.

4. SITE INFORMATION:

Current known and future projects are located within the jurisdiction of Ubuntu Local Municipality. It is important to understand that sufficient funding does not exist for the projects. Although attempts have been made to secure funding, it will be one of the primary functions of the appointed service provider to assist in all processes to obtain funding.

**SECTION 4  
GENERAL INFORMATION**

- All parts of each section of this form are to be completed in full.
- Please note that incomplete or missing information will lead to disqualification.
- Please print in block letters.
- Where necessary use additional papers/sheets to furnish all details requested.
- Give details as requested below for the MAIN OFFICE located preferably within NORTHERN CAPE.

Company Name:	
Postal Address:	
Physical Address:	

C.K. No. (Company registration no.):	
Contact Person (relevant professional):	
Qualifications of the relevant Professional:	
Professional Registration No. of the Professional (provide proof):	
Office Telephone number:	
Office Fax number:	
E-Mail address:	
Cellphone no. (of contact person):	

For any other branches located within Northern Cape, please provide postal and physical address together with relevant information in the format above.

**FURTHER INFORMATION ABOUT TENDERING FIRM**

Date on which the firm was established:.....

Date office established in Northern Cape Province: .....

Type of Firm (tick)

Partnership	One Person Firm	Closed Corporation	Company (Pty Ltd)	JV
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**Note:** Preference will be given to companies registered with The Register of Companies.

Are the majority of shares in the firm held by South African Citizens?

Yes	No
-----	----

What percentage of the firm’s shares are held by HDI (attach copy of company registration certificate for proof):  
.....

What percentages of the Firm’s shares are held by Female professionals (attach copy of company registration certificate for proof): .....

Does the firm carry Professional Indemnity Insurance? (Tick)

Yes	No
-----	----

If yes, value for any single claim (attach copy of PI insurance for proof)?

R.....

What has been the average annual turnover of the firm for the past two (2) years (excl. VAT)

R.....

Tax Reference No: .....

VAT Registration Number (attach valid original clearance certificate): .....

Mark the categories that your firm wishes to apply for placing on the panel below.

CATEGORY	X	Years of Experience
<b>ELECTRICAL ENGINEERING</b>		
1. Electrification in Municipal & Eskom Licence Area		
2. Electrical Systems Master Planning		
3. Electricity Service Connections and Meter Audits		
4. Electrical Building Designs and Refurbishment		
5. Bulk Infrastructure (22/11kV Substations /lines) Designs		
6. Demand Side Management / Energy Efficiency Projects		

The category of expertise applied for above must be substantially supported with documentary proof as follows:  
Furnish names, qualifications and expertise of the individuals in the company in the table below:

Names and Qualifications of Partners, Directors and Associates (only list ones in this office)	Expertise	Total years of Experience	Years with Firm
Names and Qualifications of Registered Professional staff other than those listed above. (Only list the ones In this office)	Expertise	Total years of Experience	Years with Firm

**Previous experience:**

Please provide the following information concerning the partners/directors, in the spaces provided below, and in a separate annexure attached to this form, giving complete details, including a CV, indicating for which of the categories applied for, they are responsible: The types of projects handled, stating the involvement in each project: (i.e. Design, leader, supervision, assisted in design, about 10% of total value, etc.): the total value of the project and of the work directly involved with, and date completed . Similar information must also be provided, in abbreviated form, for other senior staff members in the categories applied for.

Names and qualifications of all professionals/ Directors / Partners in the firm	Total experience	Years with firm

**Personnel:**

State the total number of employees involved with the categories applied for: (i.e. Engineers, Engineering technicians etc.)

Occupation	Number
Electrical:	
Engineers / Technologists	
Technicians	
Tech. Assistants (Clerk of Works)	
Number of technical personnel	
Number of non-technical personnel	
Other (Please Specify)	

**Ownership of the Firm (please provide copy of original certificate of share-holding with stamp from registrar of companies)**

Name	Position occupied in firm	Identity Number	Citizenship	Date of Ownership

**NOTE:** Where owners are themselves a company or partnership, identify the ownership of the holding firm.

**SECTION 5  
SPECIALIZATION / EXPERTISE**

It is the intention of Ubuntu Local Municipality (ULM) to split the Consultants' Panel into various specialized fields for which the firm may claim expertise and experiences. When considering a firm for appointment to a project, only those registered in that category will be short-listed. The following Fields of Specialization are those, which are of interest to, and in use by ULM. It is a condition of registration that at least one of the Principals (Directors, Partners or Associates) shall have the necessary expertise, and will supervise the running of the project. Minimums of 3 (three) past projects are to be listed with values and contact person or referee.

Please be advised that the references will be checked. The Principal with the necessary expertise must be in the employment of the firm/company.

**FIELDS OF SPECIALIZATION**

**1. ELECTRIFICATIONS (LOW AND MEDIUM VOLTAGE PROJECTS):**

Clear and definite knowledge in low and medium voltage projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

<b>PROJECT</b>	<b>VALUE</b>	<b>CONTACT</b>	<b>PHONE</b>

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise: .....

## 2. ELECTRICAL SYSTEMS MASTER PLANNING

Clear and definite knowledge in Electrical Systems Master Planning projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise: .....



**3. ELECTRICITY SERVICE CONNECTIONS AND METER AUDIT**

Clear and definite knowledge in Electricity Service Connections and Meter Audit projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE	CONTACT	PHONE

Does this office claim this expertise (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise: .....

**4. ELECTRICAL BUILDING DESIGN AND REFURBISHMENT**

Clear and definite knowledge in Electrical Building Design and Refurbishment projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE	CONTACT	PHONE

Does this office claim this expertise (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise: .....

**5. BULK INFRASTRUCTURE (22/11KV SUBSTATIONS/LINES)**

Clear and definite knowledge in Bulk Infrastructure projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE	CONTACT	PHONE

Does this office claim this expertise (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise: .....

**6. DEMAND SIDE MANAGEMENT / ENERGY EFFICIENCY PROJECTS**

Clear and definite knowledge in Demand Side Management projects coupled with hands-on experience and proof of previous involvement is a necessity/requirement to claim this expertise.

PROJECT	VALUE	CONTACT	PHONE

Does this office claim this expertise (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal/s who claim this expertise: .....

**CRITERIA TO BE FOLLOWED IN THE SELECTION OF APPLICATIONS FOR ACCEPTANCE ON UBUNTU LOCAL MUNICIPALITY'S DATA-BASE:**

- Companies, firms, consultants, institutions must submit proof of registration with the South African Registrar of Companies.
- Firms must have a contact person with **relevant professional registration status** (i.e. Technician, Technologist or Engineer), specializing and experienced in electrical; mechanical or energy efficiency.
- Firms must have submitted proof of qualified personnel in relevant Engineering field.
- Firms must have properly completed application forms.
- Firms must have submitted proof of ownership and shareholding.
- Firms must have submitted Valid Original Tax Clearance Certificates.
- Firms must have submitted proof of Professional Indemnity Insurance.
- Firms must have submitted certified copy of BBBEE certificate.
- Firms must have submitted proof of registration with Central Supplier Database (CSD).
- Firms must have submitted a municipal account on the company name or a lease agreement.
- Firms must have submitted certified copy of their Consulting Engineers of South Africa (CESA) registration.

**Failure to provide the above listed documentation will lead to disqualification.**

SECTION 6  
FORM OF OFFER

To: Ubuntu Local Municipality  
78 Church Street  
VICTORIA WEST  
7070

Sir

In response to the official notice calling for the delivery of the services listed, I/we, the undersigned, carrying on a business under the name of:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel No: \_\_\_\_\_

do hereby bid to supply the services in accordance with the General Conditions of Tender and the Specifications attached hereto except in so far as amended in our accompanying covering letter, at the prices given and to deliver those services within the stated delivery period measured from the date of the Council's letter of acceptance of my/our bid.

The undersigned agrees, that in terms of these documents this bid shall remain open for acceptance for a period of **3 (three)** months from the date on which bids are returnable and that notification of acceptance by the Municipal Manager shall constitute a binding contract with effect from the date of such notification. All payments will be in line with ECSA Guidelines and Disbursements will be approved by the Municipality otherwise it will not be paid.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Signed by, or on behalf of the Bidder, in the presence of the undersigned witnesses.

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF BIDDER**

**SECTION 6  
EVALUATION PROCESS AND CRITERIA**

**TENDER. No.: UB/VW/01/2021**

The following evaluation process and criteria will be used to evaluate all bids submitted:

**PHASE 1: ADMINISTRATIVE**

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria:**

The following critical criteria have been identified for this bid and any noncompliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Company registration certificate submitted.
- The tender document has been completed as required.
- Submitted proof of ownership and shareholding.
- A valid original tax clearance certificate being submitted.
- Professional indemnity submitted.
- Submitted certified copy of BBBEE certificate.
- Fully compliant CSD Registration.
- J/V agreement submitted (Where applicable).
- Proof of company registration with professional body.
- Submitted municipal account on the company name/ if lease agreement is supplied, the paid-up municipal account of the premises occupied by service provider must be provided.
- Submitted paid-up municipal accounts of company directors
- Submitted certified copy of CESA registration.
- Pages initialled.
- Site inspection attended.
- Completed and signed all forms under RETURNABLE SCHEDULES.

**PHASE 2. EVALUATION ON QUALITY/FUNCTIONALITY (100 POINTS)**

<b>Schedule</b>	<b>Description</b>	<b>Points</b>
Form N - Schedule 1:	Experience of Tenderer – Completed Projects	20
Form N - Schedule 1:	Experience of Tenderer – Highest Professional Fees	10
Form O – Schedule 2:	Experience of Key Personnel – Team Leader	20
Form O – Schedule 2:	Experience of Key Personnel – Support Professional	20
Form O – Schedule 2:	Experience of Key Personnel – Design Software	10
Form P – Schedule 3	Locality	20
<b>Total for Quality / Functionality</b>		<b>[100]</b>

NOTE: The bidder must obtain a minimum score of 70 from points allocated for Quality / Functionality to qualify to be considered further.

## SECTION 8 LIST OF RETURNABLE DOCUMENTS

### A. Returnable Schedules required for tender evaluation purposes

All the documents must be properly filled in and signed off by the authorised person. These must be submitted along with the tender for determining the eligibility of the tender.

Failure to provide these documents will result in the tender being non-responsive.

### B. Returnable schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules for use in the quantitative and qualitative evaluation of the tender:

- **FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE**
- **FORM B: INVITATION TO BID (MBD 1)**
- **FORM C: DECLARATION OF INTEREST (MBD 4)**
- **FORM D: PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)**
- **FORM E: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**
- **FORM F: AUTHORITY OF SIGNATORY**
- **FORM G: FINANCIAL REFERENCES**
- **FORM H: MUNICIPAL ACCOUNTS OR LEASE AGREEMENT WITH MUNICIPAL ACCOUNT**
- **FORM I: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**
- **FORM J: NO COMPULSORY CLARIFICATION MEETING**
- **FORM K: PREFERENCE POINTS CLAIM FORM (B-BBEE) (MBD 6.1)**
- **FORM L: RECORD OF ADDENDA TO TENDER DOCUMENTS**
- **FORM M: PROPOSED AMENDMENTS AND QUALIFICATIONS**
- **FORM N: SCHEDULE 1: EXPERIENCE OF THE TENDERER**
- **FORM O: SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL**
- **FORM P: SCHEDULE 3: LOCALITY**

### C. Other documents required for tender evaluation purposes

The tenderer has to provide the following required documentation:

1. Certified copy of the entity's professional indemnity insurance certificate
2. Copies of Certificate(s)/ academic record of relevant formal qualifications for all key personnel indicated under Evaluation Schedule 2. For Foreign Qualifications, South African Qualification Authority (SAQA) evaluation must be submitted in hard copies.



**RETURNABLE SCHEDULES**

**FORM A  
COMPULSORY ENTERPRISE QUESTIONNAIRE**

**Indicate the type of entity tendering with X:**

Sole Proprietor	
Close Corporation	
Company	
Joint Venture	

**1. Name and Registered Physical address of Tendering Entity:**

a. Name of Tendering Entity:

.....

b. Physical Address of Tendering Entity:

.....  
 .....  
 .....  
 .....Postal Code:.....

c. Postal Address of Tendering Entity:

.....  
 .....  
 .....  
 .....Postal Code:.....

**2. Particulars of sole proprietors, partners in partnership or Close Corporation or members enterprise of JV:**

a. For sole proprietors, partners in partnership or Close Corporation:

No.	Name and Surname	Identity Number	% Owned	Black or Non-Black
1.				
2.				
3.				
4.				

b. For Joint Ventures:

No.	Name of Member of JV	% Owned	Black or Non-Black
1.			
2.			
3.			
4.			

**3. Particulars of Tendering Entity (Sole Proprietors or Partners in a Partnership or Close Corporation):**

<b>Company Registration Number:</b>	
<b>Close Corporation Number:</b>	
<b>Tax Reference Number:</b>	
<b>B-BBEE Status Level:</b>	

**4. Particulars of Tendering Entity (JV):**

**Member No. 1:**

Company Registration Number:	
Close Corporation Number:	
Tax Reference Number:	
B-BBEE Status Level:	

**Member No. 2**

Company Registration Number:	
Close Corporation Number:	
Tax Reference Number:	
B-BBEE Status Level:	

**Member No. 3**

Company Registration Number:	
Close Corporation Number:	
Tax Reference Number:	
B-BBEE Status Level:	

**Member No. 4**

Company Registration Number:	
Close Corporation Number:	
Tax Reference Number:	
B-BBEE Status Level:	

**5. Attach the following Documents:**

**For Closed Corporations:**

- CK1 or CK2 as applicable (Founding Statement)
- Certified ID copies of Members of the Tendering Entity

**For JV's:**

- JV Agreement
- CK1 or CK2 for Closed Corporations

**For Companies:**

- Audited Shareholders Certificate
- Certified ID Copies for members of the tendering entity
- All shareholders of the tendering entity

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

**FORM B  
PART A - INVITATION TO BID**

YOUR ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF UBUNTU LOCAL MUNICIPALITY					
<b>BID NUMBER:</b>	<b>UB/VW/01/2021</b>	<b>CLOSING DATE:</b>	<b>28 AUGUST 2020</b>	<b>CLOSING TIME:</b>	<b>12H00</b>
<b>DESCRIPTION</b>	APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT:

*MUNICIPAL OFFICES  
78 CHURCH STREET  
VICTORIA WEST*

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> YES <input type="checkbox"/> NO	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE</b>					

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Finance-SCM Accountant	DEPARTMENT	Technical
CONTACT PERSON	Alvon Botha	CONTACT PERSON	T. Phillips
TELEPHONE NUMBER	053 621 0026	TELEPHONE NUMBER	053 621 0026
E-MAIL ADDRESS	bothaa@gmail.com	E-MAIL ADDRESS	tphbphillips@gmail.com

**PART B - TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>					
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.				
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE.				
1.3	THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND SPECIAL CONDITIONS OF CONTRACT.				
<b>2. TAX COMPLIANCE REQUIREMENTS</b>					
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.				
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER’S PROFILE AND TAX STATUS.				
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.				
2.4	<b>FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</b>				
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.				
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.				
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.				
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
<b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>					

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**APPOINTMENT OF ELECTRICAL PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

**FORM C  
DECLARATION OF INTEREST (MBD 4)**

1.	No bid will be accepted from persons in the service of the state.	
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 the 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 / her representative: .....	
3.2	Identity Number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder): .....	
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 (where applicable) 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: ..... ..... .....	
<p>MSCM Regulations: "in the service of the state" means to be-</p> <p>(a) A member of -</p> <p>(i) Any municipal council;</p> <p>(ii) Any provincial legislature; or</p> <p>(iii) The National Assembly or the National Council of Provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official or any Municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p><sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.</p>		

**APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

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 the 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 the 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: ..... ..... .....	

**APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

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

Full Name	Identity Number	State Employee Number

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	



**FORM D  
PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MDB 8)**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	YES	NO
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	YES	NO
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	YES	NO
4.3.1	If so, furnish particulars:		

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

**CERTIFICATION**

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

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

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**FORM E  
CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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). <sup>2</sup> 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. takes all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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

1. This Municipal Bidding Document must form part of all bids invited.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

ELECTRICAL PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.  
(Bid Number and Description)

in response to the invitation for the bid made by:

**UBUNTU 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 consortium<sup>3</sup> 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.

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

SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

**FORM F  
AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name:	
Contact Number:	
Office Address:	

Signatories for Tendering Entity shall confirm their authority to do so by attaching a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

**CERTIFICATION**

I, the undersigned (name) .....certify that the information furnished on this 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.

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

**FORM G  
FINANCIAL REFERENCES**

**1. DETAILS OF TENDERERS BANKING INFORMATION**

BANK NAME			
ACCOUNT NAME: (E.G. ZZZ ELECTRICAL CONSULTING)			
ACCOUNT TYPE: (E.G. SAVINGS, CHEQUE, ETC.)			
ACCOUNT NUMBER:			
ADDRESS OF BANK:			
CONTACT PERSON:			
TEL NUMBER OF BANK/CONTACT:			
HOW LONG HAS THIS ACCOUNT BEEN IN EXISTENCE:	0-6 MONTHS	<input type="checkbox"/>	TICK WHICH IS APPROPRIATE
	7-12 MONTHS	<input type="checkbox"/>	
	13-24 MONTHS	<input type="checkbox"/>	
	MORE THAN 24 MONTHS	<input type="checkbox"/>	

**2. AUTHORISED BANK ACCOUNT DETAILS**

I/We hereby authorise the Employer to process all payments due to us through EFT direct to the banking details provided above.

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**APPOINTMENT OF ELECTRICAL ENGINEERING PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

**FORM H  
MUNICIPAL ACCOUNT OR LEASE AGREEMENT**

- 1) Tenderers are required to submit a municipal account bearing the Tenderers Entity’s name as proof of payment of municipal services which is not older than 3 months at the tender closure date and in case of a lease agreement, should not have expired.
- 2) For Joint Ventures (JV), Tenderers are requested to submit Municipal Statements Account for each member of the JV and conditions of Lease agreement are stipulated below (3).
- 3) Conditions for Lease agreement;
  - a) In case tenderers lease office space from the landlord via the estate agency, tenderers are requested to submit the said lease agreement together with the Municipal Statement Account bearing the Name of the Lessor.
  - b) The same Lessor’s Company name and must appear on both the Lease Agreement and the Municipal Statement Account.
  - c) The Lessee’s Entity name must appear on the Lease Agreement.
- 4) Municipal Information:

Municipality where business is situated:	
Registered Municipal Account Holder:	
Stand/Erf Number:	
Name of Street:	
Name of Suburb:	
Name of City/Town:	
Postal Code:	

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	



**FORM I  
DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

It is a condition of bid, that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder tax obligations.

- 1) In order to meet this requirement, bidders are required to complete in full TCC 001 "Application for a Tax Clearance" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3) The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4) In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5) Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website, [www.sars.gov.za](http://www.sars.gov.za).
- 6) Applications for the Tax Clearance Certificate may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website, [www.sars.gov.za](http://www.sars.gov.za).

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

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

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

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

**1. GENERAL CONDITIONS**

- a. 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).
- b. a) The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- c. Points for this bid shall be awarded for:  
 (a) Price, and  
 (b) B-BBEE Status Level of Contributor
- d. The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>TOTAL POINTS OF PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

- e. 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.
- f. 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) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- 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. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE (NOT APPLICABLE ON THIS TENDER)**

**a. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

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

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

- a. 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	0	0

**5. BID DECLARATION**

- a. 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**

- a. B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 6.a must be in accordance with the table reflected in paragraph

4.a and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

a. Will any portion of the contract be sub-contracted?  
(Tick applicable box)

Yes		No	
-----	--	----	--

b. If yes, indicate:

7.b.1. What percentage of the contract will be subcontracted.....%

7.b.2. The name of the sub-contractor.....

7.b.3. The B-BBEE status level of the sub-contractor.....

7.b.4. Whether the sub-contractor is an EME or QSE  
(Tick applicable box)

Yes		No	
-----	--	----	--

7.b.5. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> ✓	<b>QSE</b> ✓
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		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

a. Name of company/firm:.....

b. VAT registration number:.....

c. Company registration number:.....

d. TYPE OF COMPANY/ FIRM

*Tick Applicable box*

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional Service Provider
<input type="checkbox"/>	Other Service Providers, e.g. transporter, etc.

e. MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number:.....

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

g. 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.d and 6.a of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

8.g.1. The information furnished is true and correct;

8.g.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

8.g.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.d and 6.a, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

8.g.4. 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 –

8.g.4.1. disqualify the person from the bidding process;

8.g.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

8.g.4.3. 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;

8.g.4.4. 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

8.g.4.5. forward the matter for criminal prosecution.

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	
WITNESS No.1	
WITNESS No.2	

**APPLICATION FOR ADMISSION TO DATA BASE OF ELECTRICAL PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

**FORM L  
RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**FORM M  
PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or Item	Proposal

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**FORM N  
SCHEDULE 1: EXPERIENCE OF THE TENDERER**

**Explanation of how points will be awarded for Relevant Project Experience**

The experience of the tenderer as a company (as opposed to key staff members) in providing professional engineering services in Public sector and Local government space over the last 10 years from the date of tender advert.

The project chosen for referencing should be for work done only in the Public sector and Local government space. Tenderers shall submit reference letters from the employer for the projects successfully completed. The projects should be within previous 10 years period from the date of tender advert. The scope and nature of projects must cover the following areas in Electrification:

- (a) Electrifications (Low & Medium Voltage)
- (b) Electrical Systems Master Planning
- (c) Electricity Service Connections & Meter Audits
- (d) Electrical Building Design & Refurbishments
- (e) Bulk Infrastructure (22/11 kV Substations/Lines)

Tenderers should briefly describe his or her experience in this regard, emphasising the nature of the works and complexity and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of project nature and location	Contract value of the project inclusive of VAT (Rand)	Date	
			Start	Completion (Actual)

The scoring of the tenderer’s experience will be as follows:

- 1) Handover Certificates or reference letter for completed project. This experience must only relate to instance where the tenderer acted as the main/principal consultant. One letter on client’s letterhead per project completed. 2 points to be awarded per letter per project.

NB: For maximum 20 points 10 letters for different projects per category as per table below need to be submitted.

							<b>20 points</b>	
	Electrifications (low & Medium Voltage)	Electrical Systems Master Planning	Electricity Service Connections & Meter Audits	Electrical Building Design & Refurbishments	Bulk Infrastructure (22/11 kV Substations/Lines)	Demand Side Management /Energy Efficiency	Score	
Complete projects (number of letters)								



2) Highest value (Professional fees) of project completed in in the Public or Local Government Space

**10 Points**

- a) <0.25 Million = 1 point
- b) ≥R0.25 Million but <0.75 Million = 4 points
- c) ≥R0.75 Million but <R1.0 Million = 7 points
- d) ≥R1.0 Million = 10 points

**Total**

**30 Points**

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

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**APPOINTMENT OF ELECTRICAL PROFESSIONAL CONSULTANTS FOR UBUNTU LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEARS.**

**FORM O  
SCHEDULE 2: EXPERIENCE OF KEY PERSONNEL**

The experience of all the key personnel will be evaluated in relation to their respective academic and professional qualifications and experience (as explained herein in this schedule) on projects having scope of work relevant to this project and positions proposed by the tenderer.

For ease of evaluation, the tenderer must cover the following minimum items highlighted below on the CV template.

**(NB: The CV must not be more than 3 pages)**

Proposed Position:	Phone:
Years with the Firm:	Cell:
Mailing Address:	Email:
	ID No:

NAME:

Nationality:		
Education:		
Computer Skills:		
Professional Membership		Membership No:
Experience:	IN SOUTH AFRICA	
	Duration:	Organization (belongs to)
	From (mm/yyyy)	Project Name:
	To (mm/yyyy)	Client:
		Project Value:
	<b>Position:</b>	
	Responsibilities / Work Done	
	IN OTHER COUNTRIES	
	Duration:	Organization (belongs to)
	From (mm/yyyy)	Project Name:
	To (mm/yyyy)	Client:
		Project Value:
	<b>Position:</b>	
	Responsibilities / Work Done	

CONSENT:

I do hereby offer my full consent to work in the project titled as 'appointment of panel of professional service providers that specializes in water and sanitation for the provision of professional engineering services on various municipal infrastructure projects for a period of 3 years' with the Tenderer named as:

.....

I also confirm that I have not offered and will not offer my consent to any other Tenderer to work for any other project till the expiry of the validity of the proposal or the award of the contract whichever is later. However, if the above-mentioned Tenderer is successful in winning this contract, I shall be available for the full duration of the contract or for the full period of my input to the project whichever will be applicable for me.

Signature: ..... Date: .....

Enclosed:

- 1) Certificates of academic qualifications
- 2) Certificate of Professional registration

The CV of individuals will be used for evaluation of the each of the personnel for this section. One CV can be used for maximum two roles and the nominated personnel must be indicated on an organogram in schedule 3.

**The scoring of the personnel will be as below: 40 Points**  
(Team Leader = 20, Professionals = 20)

<b>A. TEAM LEADER – 1</b>	<b>[Total 20 Points]</b>
1. Qualifications	5 Points
a) Degree (BSc / B Tech in Electrical Engineering)	= 3 Points
b) B. Eng (4 Year) /Honours in Electrical Engineering	= 4 Points
c) Master’s in Electrical Engineering	= 5 Points
2. Professional Registration (ECSA)	5 Points
a) Pr Eng / Pr Tech Eng	= 5 Points
3. Years of relevant work experience (as described in Schedule 1 above)	5 Points
a) Below 5 years	= 0 Points
b) 5 to below 7 years	= 3 Points
c) 7 to below 10 years	= 4 Points
d) 10 years and above	= 5 Points
4. Highest value of a completed Electrical Engineering single project as Team / Project Leader	5 Points
a) R0.5 Million to below R1 Million	= 1 Point
b) R1 Million to R3 Million	= 3 Points
c) R3 Million and above	= 5 Points

<b>B. SUPPORT PROFESSIONAL</b>	<b>[Total 20 Points]</b>
<b>The support engineer and professional with the following expertise are required:</b>	
-Electrical Engineer	
The scoring of the experience of key person will be as follows:	
1. The support personnel will be scored separately.	10 Points
a) Degree (BSc / B Tech in Electrical Engineering)	= 8 Points
b) B. Eng (4 Year) /Honours in Electrical Engineering	= 10 Points
2. Number of years of relevant experience as a specialist in the above listed fields as per schedule 1	10 Points
a) Below 5 years	= 2 Points
b) 5 to below 7 years	= 5 Points
c) 7 to below 10 years	= 8 Points

d) 10 years and above

= 10 Points

**C. DESIGN SOFTWARE**

**[Total 10 Points]**

1. Design Software's (submit proof of registration letter clearly showing expiring dates)

10 Points

a) Design Software (i.e. DigSilent, CAD, Micro-Station or Reticmaster)

= 10 Points

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

FULL NAME OF SIGNATORY:	
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	
DATE:	

**FORM P  
SCHEDULE 3: LOCALITY**

**Locality**

**[20 Points]**

Within the Northern Cape Province	20
Outside the Northern Cape	0