

**BA-PHALABORWA LOCAL MUNICIPALITY**



**PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS:  
PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR ELECTRICAL ENGINEERING PROJECTS**

**BID NUMBER** : .....

**NAME OF THE BIDDER** : .....

**ADDRESS** : .....

**TELEPHONE NUMBER** : .....

**CELLPHONE NUMBER** : .....

**FAX NUMBER** : .....

**E-MAIL ADDRESS** : .....

**B-BBEE LEVEL** : .....

**RECEIPT NUMBER** : .....

**CLOSING DATE** : **05 MARCH 2019**

**CLOSING TIME** : **10h00**

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**TENDER NO: 05/18/19: PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS:  
PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR ELECTRICAL ENGINEERING PROJECTS**

**DIRECTORATE: TECHNICAL SERVICES**

**BUSINESS UNIT: PROJECT MANAGEMENT UNIT**

Bids are hereby invited to apply for admission to the pool of consultants for professional engineering services in Ba-Phalaborwa Local Municipality.

Bid documents are obtainable from the Municipal Offices during working hours from 07H00 to 16H00, Cnr Nelson Mandela and Selati streets, Ba-Phalaborwa Local Municipality upon a payment of a deposit of **R500**.

An official and compulsory briefing session will be conducted on 06 FEBRAURY 2019 at 11h00 at Ba-Phalaborwa Municipality, Activity hall.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. The Council also reserves the right to negotiate further conditions and requirements with the successful bidder. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof.

Complete Bid document, fully priced and signed must be sealed in an envelope marked **“TENDER NO:05/18/19: PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS:**

**PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR ELECTRICAL ENGINEERING PROJECTS**

The Closing date is **05 MARCH 2019** and bid documents should be deposited in the tender box located at the foyer of the of the address mentioned below not later than **10h00**

**Ba-Phalaborwa Municipality  
Cnr Selati and Nelson Mandela  
Phalaborwa  
1390**

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2011, AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall appoint prospective service providers to be on the pool of consultants for professional engineering services for Electrical Engineering related services based on their

qualifications, capacity and work experience for period of **36 months**. Minimum qualifying marks to qualify further evaluation is 60 points.

Bids which are late, incomplete, unsigned or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated and will be disqualified:

- Original valid Tax Clearance Certificate/Pin from SARS
- Centralised supplier database( summary report CSD)
- A copy of Company Registration Certificate
- Certified copy/copies of company owner(s) ID Book(s), not older than 3 months
- B-BBEE Certificate or sworn affidavit (for Preferential Points only).
- Proof of payment of Municipal Bills or Lease agreement or proof of residential address by a traditional authority in case of a non-rateable area (all not older than 3 months)
- Proof of company registration with relevant professional bodies (E.g., CESA AND SABTACO)
- Professional Indemnity
- Signed J/V agreement submitted (Where applicable)
- Latest registration report of the Central Supplier database (CSD) with a valid reference number .(Printed between the tender opening and closing date)
- Power of attorney/ letter of authority for signatory if applicable

Technical enquiries related to this bid must be directed to the Senior Manager Technical Services: Mr Mdungazi NOC at (015) 780 6308, while procurement enquiries should be directed to Assistant Financial Officer: SCM: Mr. S Selepe at (015) 780 6910.

## **RESPONSIVENESS AND EVALUATION CRITERIA**

**(a) Ba-Phalaborwa Municipality will consider no bid unless it meets the following criteria:**

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.

- An original Valid Tax Clearance Certificate must be submitted with the bid on or before the closing date and time.
  - Bid forms must be completed in full and each page of the bid initialized.
  - Copy of the company registration certificate must be submitted with the bid on or before the closing date and time of the bid.
  - Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
  - Proof of payment of municipal rates and taxes not older than 3 months.
  - Comply with the requirements of the bid and technical specifications.
  - Registered with the Engineering Council of South Africa as a relevant professional body.
- (b) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.**
- (c) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.**

**By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.**

**The Municipal Manager may reject that specific bid or quote of that particular person if that person or any of its directors has:**

- a) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than 3 months (90 days);
- b) Failed, during the last five years, to perform satisfactorily on a previous contract with the Ba-Phalaborwa Municipality or any other organisation of the State after written notice was given to that bidder that performance was unsatisfactory;
- c) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- d) Been convicted of fraud or corruption during the past five years;
- e) Willfully neglected, renege on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) 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) or has been

listed on National Treasury's database as a person prohibited from doing business with public sector.

***Particulars of Sole Proprietors and partners in partnerships***

<b><i>Name</i></b>	<b><i>Identity Number</i></b>	<b><i>Personal Income Tax Number</i></b>


***(Attach of identity Document, if bidder is a Sole Proprietor and and/or in partners partnership)***

**State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.**

I/We the undersigned I'm/are authorized to enter into this contract of behalf of:

.....  
 .....

By virtue: .....

Dated: .....

**(Attach a copy must be attached to this bid)**

**Signature of the authorized person:** .....

**Name of the firm:** .....

**Postal address:** .....

**As Witness:**

**Name and Surname :** .....

**Name and Surname :** .....

**Signature :** .....

**Signature :** .....

**Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.**

**PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL MUST BE ATTACHED AND AN ARRANGEMENT MADE WITH COUNCIL MAY BE TAKEN INTO CONSIDERATION.**

**PLEASE NOTE:**

- a) The authorized signatory must sign any alterations of the bid document in full.
- b) All bid documents completed or signed with erasable ink will not be accepted.

**BIDDING INFORMATION**

Details of person responsible for bidding process

Name : .....

Contact number : .....

Address of office submitting bid : .....  
 .....  
 .....

Telephone : .....

Fax no : .....

E-mail address : .....

VAT Number : .....

Has an original and valid tax clearance certificate been attached? Yes/No

Has a B-BBEE status level verification certificate been submitted? Yes/No

If yes, who issued the certificated?

*(Tick applicable box)*

- An accounting officer as contemplated in the close corporation (cc) act
- A verification agency accredited by the (SANAS):
- If other, please mention it here: .....

**AUTHORITY FOR SIGNATORY**

Signatories for close corporation and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of directors passed/approved on ..... (Day) of ..... (Month) in..... (Year)

Mr. / Ms: ..... Had been duly authorized to sign all documents in connection with the bid for the contract of: .....

Contract number: .....



And any Contract, which may arise there from on behalf of: .....

Signed on behalf of the company : .....

In his/her capacity as : .....

Date : .....

Signature of the signatory : .....

---

**As Witness:**

**Name and Surname** : .....

**Name and Surname** : .....

**Signature** : .....

**Signature** : .....

**FORM B**

**GENERAL UNDERTAKINGS BY THE BIDDER**

**DEFINITION**

1. "Acceptable bid" means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. "**Chairperson**" means the chairperson of the Ba-Phalaborwa Local Municipality Bid Adjudication Committee.
3. "**Municipal Manager**" means the Municipal Manager of the Ba-Phalaborwa Local Municipality.
4. "**Committee**" refers to the Bid Adjudication Committee.

5. **“Council”** refers to Ba-Phalaborwa Local Municipality.
6. **“Member”** means a member of the Bid Adjudication Committee.
7. **Service providers”** refers to the bidders who have been successful in being awarded Council contracts.
8. **SMMEs”**(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996).
9. **“Contract”** refers to legally binding agreement between Ba-Phalaborwa Local Municipality and the service provider.
10. **“Bid”** “means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **“Consultant”** means any natural or legal person whose bid has been accepted by the Council.
12. **“Closing time”** means the date and hour specified in the bid documents for the receipt of bids.
13. **“Order”** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **“Written” or “in writing,”** means hand written in ink or any form of mechanical writing in printed form.

#### **INTERPRETATION:**

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckon exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

1. To supply all or any of the supplies and/or to render all or any of the services described in the attached documents Forms, Schedule(s) and/or Annexure(s) to the Ba-Phalaborwa Local Municipality.
2. On the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of an incorporated into, this bid).

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

1. The offer herein shall remain binding upon me/us and open for acceptance by the Ba-Phalaborwa Municipality during the validity period indicated and calculated from the closing time of the bid.
2. This bid and its acceptance shall be subject to the terms and conditions contained in the forms, scheduled(s) and/or Annexure(s) attached herein of which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the form(s), schedule(s) and /or annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Ba-Phalaborwa Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

1. Undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Ba-Phalaborwa Local Municipality legal costs on an attorney and own client;
2. If my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.
3. The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.
4. I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
5. I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfilment of this contract.

**I/we declare that I/we have participated /not participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved:**

1. ....
2. ....
3. ....
4. ....
5. ....

**FORM C**

**General Conditions of Contract**

**1. DEFINITION**

**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 SA 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 component 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, component 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 so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GC 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. Payment**

- 7.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 7.2 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.
- 7.3 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.
- 7.4 Payment will be made in Rand unless otherwise stipulated
- 7.5 All payment claims (Fee claims and contractors claim) must be addressed to the PMU Manager on or before the 20th on monthly basis.

## **15 Variation orders**

- 16.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 20% 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.

## **16 Assignment**

- 17.1 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.

## **17 Delays in the performance**

- 18.1 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.
- 18.2 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.

- 18.3 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.
- 18.4 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.

## **18 Penalties**

- 19.1 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, sum calculated on the delivered price of the delayed goods or unperformed 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.

## **19 Termination for default**

- 20.1 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 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 service 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.
- 20.3 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 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 regard the supplier as having no objection and proceed with the restriction.
- 20.4 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.

20.5 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.

20.6 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

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

21.1 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.

## **22. Force Majeure**

22.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security (Professional Indemnity) , 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.

22.2 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, 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.

## **23. Termination for insolvency**

23.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if he 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.

## **24. Settlement of Disputes**

- 24.1 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.
- 24.2 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.
- 24.3 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.

## **20 25. Limitation of Liability**

- 25.1 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.

## **26. Governing language**

26.1 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.

## **27. Applicable law**

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

## **28. Notices**

- 28.1 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.
- 28.2 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.

## **29. Taxes and duties**

- 29.1 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.
- 29.2 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.
- 29.3 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

### **30. Transfer of contracts**

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

### **31. Amendment of contracts**

- 31.1 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.

### **32. Prohibition of restrictive practices**

- 32.1 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.
- 32.2 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.
- 32.3 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.

## **FORM D**

### **GENERAL PROCEDURES**

#### **1 General Directives**

The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.

Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.

Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.

The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.

Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.

All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of

this Service Level Agreement is subject to the approval by the Council of the Municipality.

The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

## **2 Issuing of bid documents**

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

## **FORM E**

### **SPECIAL CONDITIONS OF CONTRACT**

1. Consideration will only be given to consultants with a contact person specializing in the listed categories, and also with **relevant professional registration status**.
2. A contact person for the firm must be a professionally registered person in the employment of the firm or company.
3. Verifications of offices and all submitted documents will be conducted for all firms/companies that are recommended.

4. Audits may be conducted from time to time to verify the information submitted in the application forms. Any inconsistency, if not reported to Ba-Phalaborwa Local Municipality, will constitute false declaration and thus lead to disqualification.
5. Only one application per firm/consultancy must be submitted, and not for each and every branch/office.
6. Any changes in key technical personnel (due to resignations, transfers, replacements, etc.) should be reported to Ba-Phalaborwa Local Municipality in order to record the changes.
7. Without limiting the obligations of the supplier in terms of this Contract, the successful service providers shall effect and maintain a Professional indemnity insurance providing cover in respect of each and every claim during the contract period.

**FORM F**

**BID DESCRIPTION: PROCUREMENT OF A POOL OF CONSULTING ENGINEERING SERVICE PROVIDERS FOR INFRASTRUCTURE DEVELOPMENT PROJECTS TO BE APPOINTED ON AN AS AND WHEN REQUIRED BASIS: PLANNING, DESIGN, DOCUMENTATION AND CONSTRUCTION SUPERVISION FOR ELECTRICAL ENGINEERING PROJECTS**

**BID SPECIFICATIONS**

- Only professional electrical and related engineering technologists and engineering firms/consultancies are to submit the applications.
- A relevant registered professional mean a person specializing in the categories listed below.

Mark with X on your specialized area

<b>1</b>	<b>CIVIL ENGINEERING:</b>	
<b>2</b>	<b>BUILDING ENGINEERING</b>	
<b>3</b>	<b>ELECTRICAL ENGINEERING</b>	

1. The capacity of a firm or consultancy, in terms of technical personnel, skills and other resources will play a role in the allocation of work.
2. Abridged CVs of all technical personnel must be attached.

### 3. DEFINITIONS

- 3.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance  
Fund contributions and skills development levies;
- 3.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 3.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based On its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;  
**“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals  
**“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);  
**“comparative price”** means the price after the factors of a non-firm price and all unconditional Discounts that can be utilized have been taken into consideration;
- “consortium or joint venture”** means an association of persons for the purpose of combining their Expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 3.4 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 3.5 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 3.6 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 3.7 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder
- 3.8 **“non-firm prices”** means all prices other than “firm” prices;
- 3.9 **“person”** includes a juristic person;

- 3.10 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties
- 3.11 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;  
**“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007
- 3.12 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 3.13 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**DECLARATIONS WITH REGARD TO COMPANY/FIRM**

Name of company/firm : .....

VAT registration number : .....

Company registration number : .....

**TYPE OF COMPANY/ FIRM**

**[TICK APPLICABLE BOX]**

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

**DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....



.....  
.....  
COMPANY CLASSIFICATION

**[TICK APPLICABLE BOX]**

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

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

I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audit alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

**As Witness:**

**Name and Surname** : ..... **Name and Surname:** .....

**Signature** : ..... **Signature** : .....

**Signature of the bidder:** ..... **DATE:** .....

**Address:**

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

**ANNEXURE A  
EVALUATION PROCESS AND CRITERIA**

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

**1. Administrative Compliance – Phase One**

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 non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- A valid original tax clearance certificate being submitted.
- Copy of Company registration certificate must be submitted.
- Certified copy/copies of company owner(s) ID Book(s), not older than 3 months
- All Pages of the document initialled and signed.
- Compulsory briefing session must be attended and signing of the register thereof.
- Completed and signed declaration on past SCM practices form **(MBD8)**
- Completed and signed declaration of interest **(MBD4)**
- Proof of company registration with professional body ((E.g. CESA AND SBTACO)
- Proof of Professional indemnity must be submitted.

- Signed J/V agreement submitted (Where applicable).
- Copy of municipal rates and taxes statement of account or Lease agreement or Letter from tribal authority (not older than three (03) months).
- Profile of Key staff with relevant proof of qualifications
- Latest registration report of the Central Supplier database (CSD) with a valid reference number .(Printed between the tender opening and closing date)
- Power of attorney/ letter of authority for signatory if applicable
- BBB-EE certificate or a sworn affidavit

## 2. EVALUATION ON QUALITY/FUNCTIONALITY = 100

Responsive bids will be evaluated using a point system which awards on the basis set out in the table below:

<b>BIDDER EVALUATION CRITERIA FOR FUNCTIONALITY</b>		<b>WEIGHTING</b>
<b>PROFILE OF KEY STAFF</b>		<b>50</b>
Attach CV's with certified Qualifications and proof of professional body registration of own staff (No free lancers)	<b><u>Company Organogram</u></b>	Max 3
	<b><u>Company Director</u></b> BSc/B-Tech (Prof Reg. ECSA, Pr. Tech.) : 20 Points.	Max 20
	<b><u>Design Engineer</u></b>  BSc/B-Tech (Prof Reg. ECSA, Pr. Tech): 12 Points.	Max 12
	<b><u>Project Manager/ Resident Engineer</u></b>  BSc/B-Tech (Prof Reg. ECSA, Eng.) or (SACPCMP, Pr. CPM).  : 10 Points.	Max 10
	<b><u>Assistant Project Manager/ Technician</u></b>  BSc/B-Tech (ECSA Candidate.) : 05 Points.  N.Dip : 03 Points.	Max 5
<b>PREVIOUS EXPERIENCE IN APPLIED FIELD</b>		<b>30</b>
Relevant Experience in similar projects for <b>Engineer</b> responsible for designs ( <i>Attach</i>	Individual within the organization with design and project management experience.	Max 20

<p><i>CV and Certified qualifications)</i></p> <p>Relevant Experience in similar projects for the <b>company</b> within the <b>previous 5 years</b> (<i>Attach appointment letters and completion certificates</i>).</p>	<p><i>Years of experience will be calculated from the date on which the Professional Certificate was issued by a professional council.</i></p> <p>2-5 years :05 points</p> <p>6-10 years :10 points</p> <p>11- 19 years :15 points</p> <p>20+ years :20 points</p> <p>Similar projects implemented and/or completed within the previous five financial years by the company.</p> <p>R1-R10 million :04 points</p> <p>R11 – R20 Million :06 points</p> <p>R21 -50Million :08 points</p> <p>R51 million and above : 10 points</p> <p><i>**Points will only be awarded once for the highest category with projects implemented with the highest project value.</i></p> <p><i>**Similar projects = Electrification &amp; Other Related Electrical projects</i></p>	<p>Max 10</p>
<p><b>PROFESSIONAL INDEMNITY INSURANCE</b></p>		<p><b>10</b></p>
<ul style="list-style-type: none"> <li>Attach proof of Valid Professional Indemnity Insurance</li> </ul>	<p><b>Insurance Value</b></p> <p>R 200 000 to R1 000 000 :02 Points</p> <p>R1 000 001 to R3 000 000 :04 Points</p> <p>R3 000 001 to R 5 000 000 :06 Points</p> <p>R5 000 001 to R 10 000 000 :08 Points</p> <p>R 10 000 001 and above :10 Points</p>	<p>Max 10</p>

<b>QUALITY ASSURANCE</b>			<b>10</b>
• Attach proof of Quality Assurance Methodology.	ISO 9001 Certificate	:10 points	Max 10
	Quality Assurance Manual	:05 points	
<b>TOTAL</b>			<b>100</b>
<b>N.B:</b> The bidder must obtain a minimum total score of 60 from points allocated for key staff, previous experience, professional indemnity insurance and quality assurance methodology to qualify to be on the municipal database/panel.			

Responsive bids will be evaluated using a point system which awards on the basis set out in the table below: The bidder must obtain a minimum total score of **60** from points allocated for key staff, previous experience and project methodology to qualify to be on the municipal database/panel

*Size of enterprise and current workload*

What was your turnover in the previous financial year? \_\_\_\_\_

What is the estimated turnover for your current financial year?

\_\_\_\_\_

**List your current contracts and obligations**

Description	Value (RM)	Start date	Duration	Expected completed date	Client and contact details

Do you have capacity to supply the goods and services described in this bid, should the contract be awarded to you? \_\_\_\_\_

**Good standing with SA Revenue Services (Attach an original copy a Tax clearance certificate)**

**Complicate with Employment Equity Act 55 of 1998**

Attach a valid certificate from the Department of Labour, or a declaration by the designated employer, that the employer complies with the relevant chapters of the Employment Equity Act. A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

**Definitions in terms of the last mentioned Act**

“designated employer means:-

- a) an employer who employs 50 or more employees;
- b) an employer who employees fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

**“Schedule 4”**

**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

<b>Sector or sub sector in accordance with the Standard Industrial Classification</b>	<b>Total annual turnover</b>
Agriculture	R 2,00 m
Mining	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade and Repair Services	R 25,00 m
Catering, Accommodation and Other Trade	R5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

**SMEE Status**

Provide details on the following:

- Sectors/Sub-Sector in which located : .....
- Total Full-time Equivalent of paid Employees : .....
- Total Annual Turnover : .....
- Total Gross Asset Value : .....
- Size or Class (Medium, Small, Very Small, Micro) : .....

Note =: If all of the above does not adhere to the definition of a single class, use the Total Annual only to decide on the class.

**ANNEXURE C**

**CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: MUNICIPAL MANAGER, BA-PHALABORWA MUNICIPALITY

FROM: \_\_\_\_\_ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

**NB: Please attach certified copy (ies) of ID document(s)**

\_\_\_\_\_  
**Signatory** \_\_\_\_\_  
**Date**

**Witnesses**  
 1. \_\_\_\_\_  
**Full Names** \_\_\_\_\_  
**Signature** \_\_\_\_\_  
**Date**

2. \_\_\_\_\_  
**Full Names** \_\_\_\_\_  
**Signature** \_\_\_\_\_  
**Date**

**ANNEXURE D**

**AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

TO: MUNICIPAL MANAGER, BA-PHALABORWA MUNICIPALITY

FROM: \_\_\_\_\_ (Name of the Bidder or Consortium)

I, \_\_\_\_\_ the undersigned, hereby authorize the Ba-Phalaborwa Municipality to deduct the full amount outstanding by the business organization/Director/Shareholder/Partner, etc. from any payment due by us/me.

**Signed at** \_\_\_\_\_ **Date** \_\_\_\_\_ **Month** \_\_\_\_\_ **20** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Thus done and signed for and on behalf of the bidder/Contractor

\_\_\_\_\_  
**Signatory**

\_\_\_\_\_  
**Date**

**Witnesses**

1. \_\_\_\_\_  
**Full Names**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

2. \_\_\_\_\_  
**Full Names**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



**ANNEXURE “E”  
DATA BASE FORM**

**SECTION A: 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**

Company Name:	
Postal Address:	
Physical Address:	

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:	
Cell-phone no. (of contact person):	

**For any other branches please provide postal and physical address together with relevant information as in the format above.**

**FURTHER INFORMATION ABOUT YOUR FIRM**

Date on which the firm was established:

.....

Type of Firm (tick)

Partnership	One Person Firm	Closed Corporation	Pty Limited
-------------	-----------------	--------------------	-------------

**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):.....

**(USE EXTRA SHEETS IF NECESSARY)**

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

Please mark the relevant blocks in the table below with an X

CATEGORY	X	Years of Experience
<b>WATER ENGINEERING:</b>		
Water retaining structures		
Water and Sewer reticulation		
Water & Waste Water Treatment Works		
Water quality/ Laboratory Services		
Hydrological Services Including Drilling boreholes		
Water engineering management systems		
<b>ROADS AND STORMWATER ENGINEERING</b>		
Roads geometric design & Pavement		
Structural/Bridge design		
Materials designs		
Stormwater drainage Structures/measures/control		
<b>ELECTRICAL ENGINEERING</b>		
Electricity Demand side management		
Electrification in rural Area/ESKOM License area		
Bulk Infrastructure(66/11KVA substations/ lines)		
Electricity Tariff restructuring		
Electricity Service connection and Meter Audit		

<b>MECHANICAL ENGINEERING</b>		
<b>QUANTITY SURVEYING</b>		
<b>ARCHITECTURAL SERVICES</b>		
<b>ENVIRONMENTAL MANAGEMENT</b>		
<b>TOWN PLANNING</b>		
<b>LAND SURVEY</b>		
<b>URBAN ENGINEERING</b>		
<b>GEO-HYDROLOGY</b>		
<b>STRUCTURAL ENGINEERING</b>		
<b>GEOTECHNICAL ENGINEERING</b>		
<b>CHEMICAL ENGINEERING</b>		
<b>PROJECT AND CONSTRUCTION MANAGEMENT</b>		
<b>OTHERS (SPECIFY)</b>		

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:

<b>Names and Qualifications of Partners, Directors and Associates (only list Ones in this office)</b>	<b>Expertise (Refer to Section B)</b>	<b>Total years off Experience</b>	<b>Year with Firm</b>
<b>Names and Qualifications of Registered Professional staff other than those Listed above. (Only list the ones In this office)</b>	<b>Expertise (Refer to Section B)</b>	<b>Total Experience</b>	<b>Years with Firm</b>

***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. Civil Engineers, geometric design, Civil, Building and Electrical Engineering technicians etc.)

Occupation	Field of expertise	Number
<b>Engineers</b>		
Electrical		
Water		
Traffic/Transportation		
Geotechnical		
Building		
<b>Technicians:</b>		
Electrical		
Water		
Traffic/Transportation		
Building		
Materials		
Tracers		
Other (Please Specify)		
Tech. Assistants		
Number of technical personnel		
Number of non technical personnel		

**Ownership of the Firm (please provide copy of original certificate of shareholding 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.

**Empowerment:**

Firm’s policy relating to employment equity and assistance to previously disadvantaged communities (training, bursaries, financial or in kind contributions to relevant developmental concerns, issues, projects). Please attach additional documents or brochures with more information as an annexure to this form.

Any other information on the firm’s ability to perform projects allocated to it. If necessary, use separate sheets to provide the information.

**STAFF COMPLEMENT**

The purpose of the following staff list is to ascertain the affirmative balance in this office. It is also municipality’s policy to encourage the employment of youth, women and disabled. Please list all the permanent staff working in this office including non-technical and directors. A disabled person may include one with a long term or recurring mental or physical impairment, which substantially limits his/her prospects entry into, or advancement in employment.

LEGEND: WM- White Male: BM – Black Male: WF- White Female, BF- Black Female.  
Note that “Black” shall include Indian and Coloured.

NAME	POSITION	AFFIRMATIVE BALANCE (tick)					Nature of Disability
		WM	BM	WF	BF	Disabled	



**(USE EXTRA SHEETS IF NECESSARY)**

Is the firm or any of the partners, directors or associates in any way connected with a commercial enterprise?

YES	NO
-----	----

If yes, please specify:.....

Any further comments you may wish to make:

.....

.....

.....

.....

.....

.....

**SECTION B: SPECIALISATION/EXPERTISE**

It is the intention of Ba-phalaborwa Municipality 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 Ba-Phalaborwa Municipality. Should you have specialized knowledge and expertise which, you feel, will be useful to Ba-phalaborwa Municipality, you are welcome to draw our attention to this with an addendum to the application form. 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 SPECIALISATION**

**Electrical Engineering:**

**1) ELECTRIFICATION OF RURAL AREAS**

This field of expertise involves the following experience and proficiency:

- (a) The design of reticulation networks in conformity with NRS 034 and Eskom Standards, and all other applicable NRS standards.
- (b) Knowledge of all aspects of reticulation networks
- (c) The design and detailing and specification of reticulation networks
- (d) Knowledge of site supervision, contract administration of reticulation network

Does this office claim this expertise? (Tick)

Yes	No
-----	----

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

.....

.....

**REFERENCES FOR RECENT ELECTRIFICATION PROJECTS**

PROJECT	VALUE	CONTACT	PHONE

**1. MV INSTALLATIONS: SUBSTATIONS**

This field of expertise involves the following experience and proficiency:

- (a) The design of MV Substations in accordance with all Applicable NRS/SABS standards and regulations
- (b) Knowledge of Substations, switchgear, and good operational standards.
- (c) Knowledge of Safety regulations and practices.



- (d) Knowledge of modern Telemetry designs and practices
- (e) Knowledge of site supervision, contract administration of Substations

Does this office claim this expertise? (Tick)

Yes	No
-----	----

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

**REFERENCES FOR MV SUBSTATION DESIGNS (Minimum)**

PROJECT	VALUE	CONTACT	PHONE

**3) MV Distribution systems. (overhead and underground)**

- This field of expertise involves the following experience and proficiency.
- (f) The design of MV Distribution and reticulation systems in accordance with all Applicable NRS standards and regulations
  - (g) Knowledge of Cables, overhead conductor, structures and good operational standards.
  - (h) Knowledge of Safety regulations and practices.
  - (i) Knowledge of modern Telemetry designs and practices
  - (a) Knowledge of site supervision, contract administration of distribution and reticulation systems

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal's who claim this expertise?.....

.....  
 .....  
**REFERENCES FOR MV DISTRIBUTION AND RETICULATION DESIGNS (Minimum)**

PROJECT	VALUE	CONTACT	PHONE

**4) EEDSM PROJECTS**

This field of expertise involves the following experience and proficiency.

- a) Knowledge and Experience in the Energy Efficiency field
- b) Knowledge of the Department of Energy's EEDSM project. Including monthly reporting,
- c) Knowledge of modern Lighting Luminaires, VSD's, etc

Does this office claim this expertise? (Tick)

Yes	No
-----	----

If Yes, Give the name of the Principal's who claim this expertise?.....  
 .....  
 .....

**REFERENCES FOR EEDSM PROJECTS (Minimum)**

PROJECT	VALUE	CONTACT	PHONE


**5) OTHER FIELDS OF SPECIALISATION (STATE)**

FIELD OF SPECIALISATION	PROJECT	VALUE (Mill)	CONTACT	PHONE

Does this office claim this expertise? (Tick)

Yes	No
-----	----

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

Specify the type:.....

**NOTES:**

2. All specifications shall be in accordance with the relevant NRS standards and requirements

**SECTION C: CURRICULUM VITAE**

In this section please insert the Curriculum Vitae of Partners, Directors, Associates and Registered Professional. These should include all those listed on page 2 of this document. Only one pro-forma CV page is attached. Please make as many copies as you will require.

Full Names: .....

Position in Firm: ..... ID Number: .....

Permanent Residential Address: .....

.....

South African Citizenship? (Tick)

Yes	No
-----	----

Languages in which proficient: .....

Qualifications and dates obtained:.....

Institution from which qualification was obtained

.....

Professional Registration Number and date: .....

Registering body: .....

Discipline **(Tick appropriate box)**

Membership of professional institutions: .....

Civil	Structures	Specify for Other	
-------	------------	-------------------	--

Specialization/Expertise.....

Brief descriptions (including costs) of projects in which the member has had personal involvement.

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

NOTE: make more copies of this page for additional individuals

Note: When being considered for appointment, the Consultant may be required to Complete an Enquiry Form to confirm the contents of this application.

**DECLARATION**

NAME OF FIRM : .....

FULL NAME OF SIGNATORY : .....

POSTAL ADDRESS : .....  
.....  
.....  
.....

PHYSICAL ADDRESS : .....  
.....  
.....  
.....

TELEPHONE NO. : .....

CELLPHONE NO. : .....

FAX NO : .....

**SIGNATURE:** ..... **DATE:** .....

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

**MBD 4**

**DECLARATION OF INTEREST**

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

<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 exercises control over the company.

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars  
 .....  
 .....

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

3.12.1 If yes, furnish particulars.  
 .....  
 .....

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

3.13.1 If yes, furnish particulars.  
 .....  
 .....

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

3.14.1 If yes, furnish particulars:  
 .....  
 .....

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

Full Name	Identity Number	State Employee Number




.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
--	---------------

<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) 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

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

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

### 5. BID DECLARATION

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

<b>Designated Group: An EME or QSE which is at last 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**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:**  
.....

**Registered Account Number:** .....

**Stand Number:**.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES  3. ....  4. ....
---

.....  SIGNATURE(S) OF BIDDERS(S)  DATE: .....
--

## MBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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><b>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

**A** Any bid will be rejected if:

Any municipal rates and taxes or municipal service charges owed by the bidder or any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months.

**B** Bid Information

- i. Municipality where business is situated.....
- ii. Municipal account number for rates.....
- iii. Municipal account number for water and electricity .....
- iv. Names of all directors, their ID numbers and municipal account number.
  - 1. ....
  - 2. ....
  - 3. ....
  - 4. ....
  - 5. ....
  - 6. ....

**C** Documents to be attached.

- i. A copy of municipal account mentioned in B (ii) & (iv) (Not older than 3 months)
- ii. A copy of municipal accounts of all directors mentioned in B(vi) (Not older than 3 months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents

are attached to this form:

.....

.....

.....

.....

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<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.

<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.

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

.....

Signature

.....

Date

.....

.....  
Position

.....  
Name of Bidder

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....