

BLUE CRANE ROUTE MUNICIPALITY



**PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRICAL NETWORK
MAINTENANCE FOR A PERIOD OF THREE (3) YEARS
TENDER NUMBER T13/2020**

CLOSING DATE: 27 November 2020	CLOSING TIME: 12:00
---------------------------------------	----------------------------

NAME OF

BIDDER*

ADDRESS*

.....

.....

TEL NUMBER*

FAX NUMBER*

BCRM DATABASE REG NO*

B-BBEE LEVEL OF CONTRIBUTION*

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Blue Crane Route Municipality
PO Box 21
Somerset East
5850

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SECTION 1.1: INVITATION TO TENDER

BLUE CRANE ROUTE MUNICIPALITY

BID NO: T13/2020

DESCRIPTION: PANEL OF ELECTRICAL CONTRACTORS FOR ELECTRICAL NETWORK MAINTENANCE FOR A PERIOD OF THREE (3) YEARS

Bids are hereby invited from potential suppliers for Panel of Electrical Contractors for Electrical Network Maintenance for a Period of Three (3) Years

It is estimated that Tenderers should have a CIDB grading designation of 1EP, **or higher**

Bid documents with the necessary specifications must be downloaded on www.bcrm.gov.za

Compulsory briefing session will be held on Thursday, 12 November 2020 at the Somerset East Youth Centre Hall, Glen Avon Road, Somerset East at 11H00. Tenderers that are late by more than 15 minutes will not be allowed to be part of the session.

Completed Bids to be placed in a sealed envelope clearly marked "**BID NUMBER: T13/2020; Description: Panel of Electrical Contractors for Electrical Network Maintenance for a Period Three (3) Years**" must be placed in the **Bid Box at 67 Nojoli Street, Somerset East**. The closing date for submission is **27 November 2020 by no later than 12h00**; no late submission will be considered. Thereafter bids will be opened in public.

Bids will be evaluated on the **80/20 preferential points**, for any technical enquiries, please contact Mr V Appolis (**Head of Electricity**) at appolisv@bcrm.gov.za Tel: 0422436400 or 083 220 1368 for any SCM related enquiries can be directed to Ms N. Makhlima at nozukom@bcrm.gov.za or Tel: 0422436441

FUNCTIONALITY CRITERIA

CRITERIA	MAXIMUM POINTS
Line Construction certificate	5
First aid level	5
Basic fire fighting	5
Jointing and termination accreditation	5
FAS and Rescue	5
Cherry Picker	5
Crane Truck 8 Ton	5
Maintenance work/ contracts of similar nature	10
Maintenance overhead lines, cables and equipment	5
Lines man specifically trained with min 3yrs experience in line construction	5
Electrician trade tested with 3 years' experience in a heavy current industry	5
Cable jointer trained with minimum 3years experience	5

Locality	30
Total	95

Service providers scoring below the 70 points threshold will be regarded as non-responsive

Service Providers shall take note of the following Bid Conditions:

- ↵ The Blue Crane Route Municipality Supply Chain Management Policy will apply.
- ↵ In order to claim Preference points a valid original or certified B-BBEE Status Level Verification Certificate from a SANAS registered verification agency or EME's to submit a sworn affidavit signed by the EME representative and attested by Commissioner of oaths to validate the claim, **No B-BBEE Status Level Verification Certificate – No points to be claimed.**
- ↵ Bidders should be registered on the CSD Supplier Database with a Tax Compliant Status.
- ↵ Bidders are to submit Certificate of Good Standing from their local municipality.
- ↵ Failure to complete all tender forms, data sheets and submit all supplementary information will lead to the tender being considered non-responsive.
- ↵ Bids which are late, incomplete, not completed in black ink, unsigned or submitted by facsimile or electronically will not be accepted;
- ↵ Bids submitted are to hold good for a period of 90 days.
- ↵ The Blue Crane Route Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid;
- ↵ **It is expected of all bidders to fill in Section 4.4 Authority of Signatory**

**Mr THABISO KLAAS
MUNICIPAL MANAGER
Blue Crane Route Municipality
P O Box 21
Somerset East
5850
05 November 2020**

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

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

Accept that offers which do not provide all the data or information requested completely and in the form required will be regarded as non-responsive.

1.2.3 Validity Period

Bids shall remain valid for ninety (90) days after the tender

closure date. 1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, must be made by a crossed cheque payable to the Blue Crane Route Municipality or directly at the cashiers at 67 NOJOLI STREET, Somerset East. These costs are non-refundable.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Municipality's Accredited Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.2.7 Compulsory

Documentation 1.2.7.1 Tax

Clearance Certificate

(a) CSD Report with a Tax compliance status must accompany the bid documents. In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 Municipal Rates, Taxes and Charges

(a) A certified copy of the bidder's and those of its directors municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents Failure to do so will result in the disqualification of the tender..

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges and that their rent is not in arrears.

1.2.9 Authorised Signatory

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

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

1.2.10 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who

have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register..

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at 67 NOJOLI STREET SOMERSET EAST by not later than 12:00 on 27 November 2020**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Blue Crane Route Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Blue Crane Route Municipality, it should do so in writing to the Blue Crane Route Municipality. Any effort by the firm to

influence the Blue Crane Route Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. The names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- (c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.18 Procurement Policy

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

1.2.19 Contract

- (a) The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

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

1.2.23 Stamp and Other Duties

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

1.2.24 Wrong Information Furnished

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

1.2.25 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The bid of any bidder may be rejected if it is or has been found that the bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 Validity of BEE certificates:

- (a) A valid original or certified B-BBEE Status Level Verification Certificate from SANAS registered agency or EME's to submit a sworn affidavit signed by the EME representative and attested by Commissioner of oaths to validate the claim

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

1.2.27 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, must accompany the bid.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the bid documents.
- (c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the Municipality, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or certified copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.
- (f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.28 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr V Appolis at telephone (042) 2436400 or 083 220 1368 for SCM related enquiries contact Ms N Makhalima at 042 243 6441 or nozukom@bcrm.gov.za.

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1.3 GENERAL CONDITIONS OF TENDER

CIDB STARNDARD CONDITIONS OF TENDER

(July 2015 edition)

As published in Annex F of the CIDB standard for uniformity in Construction Procurement in Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015.

A. SPECIFICATION

INTRODUCTION:

Blue Crane Route Municipality operates an electricity distribution network comprising one 66/11kV primary intake substation with a customer base of approximately 8 000 consumers.

The primary 66/11kV intake substation distribute electricity to industrial, commercial and domestic customers located throughout the BCRM licensed area of supply, utilizing a combination of 11kV underground cables and overhead power lines, which connect to 11kV/ 400V secondary substations. The secondary substations comprise 11kV and 22kV switchgear, transformers and low voltage equipment, and provide the nominal 400V/220V electricity services to customers in Somerset East, Cookhouse and Pearston.

1. SCOPE OF WORK:

Service providers (panel) will be appointed for a period of 36 months, as and when needed. All work carried out will be on the 22/11KV and 400/220V network. Successful bidders will be required to undertake the following tasks but not limited to such:

- 1.1 Attend to emergency call outs and customer faults.
- 1.2 Will be expected to carry out excavations, cable fault location, laying of cable, jointing, terminations and phasing.
- 1.3 Emergency repairs on overhead lines and minor construction work.
- 1.4 It should be noted that the overhead line contractor must have the tools and equipment to work on the 11/22kV structures
- 1.5 Installation of kiosks.
- 1.6 Maintenance and repair of street lights and high mast lights.
- 1.7 Installation of RMU and miniature substations including construction of plinths as and when required.
- 1.8 Testing of transformers and switchgear.
- 1.9 Refurbishment of overhead lines.
- 1.10 Construction of overhead lines.
- 1.11 Any other scope of work that will be determined by the municipality.

2. PERIOD OF CONTRACT

The contract shall be valid for a period of 36 months, as and when required.

3. DEFAULT AND/OR POOR PERFORMANCE OF THE CONTRACTOR AND TERMINATION OF THE CONTRACT

3.1 Should it appear to the Head of the Section/Directorate that the contractor is:

- I. Not executing the contract in accordance with the true intent and meaning thereof, or
- II. Not performing satisfactorily, or
- III. Not performing with accepted industry expertise, or
- IV. Refusing or delaying to execute tasks, or
- V. Should it be found that any laws or other statutory requirements and/or safety regulations are not being complied with, or
- VI. In the event of any other failure of default by the Contractor

Then in any such events the Municipality shall be entitled to cancel the contract and employ other persons at the expense of the contractor, to perform and carry out any work with the contractor fails to do with reasonable skill, diligence, within seven (7) days after the contractor has received a written instruction from the Head of Section/Director to carry out the work, and has failed to do so.

3.2 If the contractor fails to proceed with work or refuses to remove defective work or materials with reasonable diligence, then the Head of Division/ Director may:

- I. Give notice to the contractor to remedy the default
- II. If the contractor fails to remedy the default within seven (7) days Of the notice, the Municipality shall be entitled to terminate the contract on written notice to the contractor

4. AREAS OF RESPONSIBILITY

Contractors will be responsible for one portion of the electricity network which has been divided into BCRM jurisdiction areas.

5. 24 HOUR EMERGENCY SERVICE

- 5.1 BCRM electricity service delivery unit operates on a 24 hour 7 day a week basis.
- 5.2 Normal working hours are from 07h45 until 16h30
- 5.3 Call Out hours are from 16h30 until 07h45
- 5.4 Emergency situations may occur at any time, the contractor is expected to have the necessary resources available for standby purposes.

6. RESPONSE TIMES

- 6.1 During breakdowns, teams are required to be on site within 2 hours and 30 minutes from notification.
- 6.2 Individual faults are to be restored within 1 hour from arrival on site.

In exceptional instances where the repairs require additional plant, tools and material that are not ordinarily kept with the technician, an additional 1 hour will be allowed to acquire these resources.
- 6.3 Area faults are to be restored within 4 hours of notification.
- 6.4 Any deviation from the above must be promptly communicated to the standby supervisor.

7. EXPERIENCE

- 7.1 Technical teams are to be qualified, competent, experienced, be of sober habits and able to work under severe pressure
- 7.2 Electricians to be trade tested with a minimum 5 years' experience in heavy current
- 7.3 The electricity service delivery unit will carry out regular checks of certification and competency levels of staff on site according to organogram submitted on the tender proposal
- 7.4 Any changes to staff from the original proposal must be communicated in advance to the HoD Electricity and replacement staff are to meet the minimum requirements as detailed in the tender document
- 7.5 Staff are to be well equipped with tools and equipment to carry out tasks efficiently.
- 7.6 PPE of staff of the company to be provided by the Service Provider.

8. PROCEDURE AND PROCESSES

- 8.1 Call outs are dispatched from the Call Centre and Standby Supervisor
- 8.2 Call out instruction forms are issued by Call Centre and signed off by supervisor within 24 hours of work completion
- 8.3 Weekly reports to be submitted and these must allude to abnormalities, safety issues, activities that are outstanding and require urgent attention (If required)

- 8.4 The electricity service delivery unit will conduct monthly meetings with contractors

9. COMPLIANCE WITH OSHACT

- 9.1 All relevant Insurance must be in place for the full duration of the contract
- 9.2 Safety file will include the following compulsory documents:
- 9.2.1 COIDA – Compensation on injury on duty Act. (Letter of good standing)
 - 9.2.2 Notification of Work – Letter of notification from the Department of Labour.
 - 9.2.3 FAS and Rescue Certificates
 - 9.2.4 Medical Certificate
 - 9.2.5 HV Regulation Certificate
 - 9.2.6 First Aid Certificate
 - 9.2.7 Basic Fire Fighting Certificate
 - 9.2.8 Test Certificates of equipment and plant to be used on site
 - 9.2.9 Public Liability Insurance
 - 9.2.10 Safe work procedures

10. MATERIALS

- 10.1 Materials will be provided by BCRM
- 10.2 Materials will be requested from the contractor as and when needed and priced according to the tendered Bill of Quantities
- 10.3 All materials removed from site and unused are to be returned to storeman at the electricity depot

11. PRICING

- 11.1 For the final contract rates, tendered prices will be used to determine an average rate per activity which applied throughout the contract to all successful bidders.

12. SERVICE STANDARDS AND CODE OF CONDUCT

BCRM Electricity Delivery Unit is committed to continuously improving the quality and reliability of electricity supply. Our most valuable asset are the people we provide electricity to and as a licensed distributor we are regulated by NRS 047 and NRS 048.

Appointed contractors are to adhere to the following conditions:

- 12.1 All activities to be carried out with professional integrity, efficiency and a high standard of workmanship
- 12.2 All activities to be carried out with highest regard for the safety of one's own life and that of the public, BCRM therefore reserves the right to carry out Breathalyzer tests should there be a need
- 12.3 Contractors are appointed to provide technical support and capacity therefore it will be expected that performance will be of an exceptionally high standard and this will be measured by down time and reduction of call outs and breakdown

B. TECHNICAL EVALUATION CRITERIA

FAILER TO SUBMIT ONE OF THE FOLLOWING YOUR TENDER WILL BE DEEMED NONE RESPONSIVE

NO	FUNCTIONALITY	CRITERIA	PORTFOLIO OF EVIDENCE	PROOF ATTACHED	MAXIMUM POINTS	SCORE
1	TECHNICAL	CIDB 1EP and higher	CIDB registration certificate		MANDATORY	
		ORHVS Regulation Certification Modules 1 – 10	Certificates of all authorized Valid for duration of contract		MANDATORY	
		Compensation of Injury on Duty Act (COIDA)	Letter of good standing from Dept. of Labour		MANDATORY	
		Line Construction Certification	Certificate/s in line construction from any registered institution by EWSETA.		5	
		First Aid Level 2	Certificate/s valid for duration of contract		5	

NO	FUNCTIONALITY	CRITERIA	PORTFOLIO OF EVIDENCE	PROOF ATTACHED	MAXIMUM POINTS	SCORE	
		Basic Fire Fighting	Certificates/s valid for duration of contract		5		
		Jointing and Termination Accreditation	Experience – minimum if 5 reference letters for similar medium voltage jointing.		5		
		FAS and Rescue	Certificate valid for duration of contract		5		
		Cherry Picker	i) Registration Certificate ii) Hire		5 3		
		Crane Truck 8 ton	i) Registration Certificate ii) Hire		5 3		
2	CONTRACTOR EXPERIENCE	Experience not less than 3 years on maintenance work/contracts of similar nature (servicing and maintaining lv and mv electrical network)	Letter(s) of reference covering not less than 3 years of work on similar nature.		10		
		Experience not less than 3 years in maintaining overhead lines, cables and equipment	Letter(s) of reference with verifiable proof of work done covering a period of less than 3 years.		5	(above 3yrs) 5 (less than 3 years)	
3	KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE	Electrician trade tested with 3 years' experience in a heavy current industry	CV with certificates Indicating years of experience.		5		
		Linesman specifically trained with minimum 3 years' experience in line construction	CV with certificates Indicating years of experience		5		
		Cable Jointer specifically trained with	CV with certificates		5		

NO	FUNCTIONALITY	CRITERIA	PORTFOLIO OF EVIDENCE	PROOF ATTACHED	MAXIMUM POINTS	SCORE
		minimum 3 years' experience	Indicating years of experience			
4	LOCALITY	Within 300 km Radius to/from BCRM			30	
		Eastern Cape			10	
		Other			5	

Tenderer will automatically be disqualified if the evaluation score points is less than 70 points

INFORMATION IS COMPLETED AND PROOF SUBMITTED AS PER THE SOURCE OF EVIDENCE COLUMN.

- **FAILURE TO COMPLETE THIS DOCUMENT WILL RENDER YOUR SUBMISSION TECHNICALLY UNACCEPTABLE, HENCE NO FURTHER EVALUATION WILL TAKE PLACE AND YOU WILL NOT QUALIFY TO BE INCLUDED ON THIS CONTRACT**

- **PLEASE NOTE: AS THIS TENDER WILL BE EVALUATED INTERMS OF TECHNICAL CRITERIA IT IS IN YOUR INTEREST**

- **TO COMPLETE THIS AS COMREHENSIVELY AS POSSIBLE.**

1. LIST OF FLEET, TOOLS, EQUIPMENT AND TOOLS THAT WILL BE USED ON THIS PROJECT NOT LIMITED TO:

NO	ITEM DESCRIPTION	PROOF OF OWNERSHIP (e.g. Roadworthy, calibration certificates / State if Item will be hired	EVIDENCE ATTACHED
	Cherry Picker (MANDATORY)		
	Crane Truck 8 ton (Mandantory)		
	Phasing Stick (Mandatory)		
	Cable locator (Mandatory)		
	Cable Thumper (Mandatory)		

NOTE: if bidder is hiring, a valid SLA entered with the Leaser or any relevant proof of hiring must be submitted, if proof is not submitted bidder will be disqualified.

Please note should you fail to provide the mandatory equipment your tender application will be disqualified.

2. CONTRACTOR EXPERIENCE AND WORK LOAD

Details of major projects contractor completed in the last two years

Project Name	Location	Client Contract No	Approx. Value	Start Date	Comp Date	Brief Description.

3. DETAILS OF PROJECTS CURRENTLY UNDER CONSTRUCTION

PROJECT NAME	LOCATION	CLIENT CONTRACT NO	APPROX. VALUE	START DATE	COMP. DATE	BRIEF DESCRIPTION.

4. Details of projects for which you have recently tendered or are awaiting adjudication or “go ahead”

PROJECT NAME	LOCATION	CLIENT ENQUIRY NO	APPROX. VALUE	START DATE	COMP DATE	BRIEF DESCRIPTION.

5.1 Name of person who will be responsible for the management of the construction and maintenance of the project and his/her qualification/experience.

.....
.....

5.2 Other senior persons to be involved in the construction and maintenance of the project including their qualification/experienced and specific role in the project.

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

5.3 What Quality Management System do you utilise?

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.....

5.4 How many teams do you have available for this project?

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5.5 How many teams will you have available for working under outage conditions?

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.....

5.6 Where are your companies offices based?

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.....

5.7 Where are your companies teams based?

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5.8 How many people are in a team and describe the various roles and numbers of each category of worker in each team?

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5.9 Provide information of the structure of each team provide

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SECTION 3.1: MBD1: BID FOR THE REQUIREMENTS OF THE BLUE CRANE ROUTE MUNICIPALITY

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE BLUE CRANE ROUTE MUNICIPALITY					
BID NUMBER:	T13/2020	CLOSING DATE:	27 November 2020	CLOSING TIME:	12:00
DESCRIPTION	PANNEL OF ELECTRICAL CONTRACTORS FOR ELECTRICAL NETWORK MAINTENANCE FOR A PERIOD OF THREE YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTSMAYBE DEPOSITE IN THE BID BOX SITUATED AT

67 NOJOLI STREET
SOMERSET EAST
5850

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCE DEPARTMENT	CONTACT PERSON	Mr V Appolis
CONTACT PERSON	MS N MAKHALIMA	TELEPHONE NUMBER	042243600/0832201368
TELEPHONE NUMBER	0422436441	FACSIMILE NUMBER	
FACSIMILE NUMBER	0422432250	E-MAIL ADDRESS	appolisv@bcrm.gov.za
E-MAIL ADDRESS	<u>Intern3@bcrm.gov.za</u>		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 4.1 MBD4: DECLARATION OF INTEREST

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

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

3.4 Company registration number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

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

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

3.8.1 If so, furnish particulars.

.....

* 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.

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

3.9.1 If so, 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 so, furnish the following particulars:

.....

3.11 Are you, aware of any relationship (family, friend, other) between a 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 so, furnish particulars

.....

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

3.12.1 If so, furnish particulars.

.....

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

3.13.1 If so, 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.

.....

SECTION 4.2 MDB 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO
-----	----

7.1.1 If yes, indicate:

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

YES		NO	
-----	--	----	--
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - C o m p a n y
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6
.....
.....
 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
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE
ADDRESS
.....
.....

SECTION 4.3: MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Seni or Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s) preceding the closing date of this bid.

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.4: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading as to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form.

SECTION 4.5: MBD8: 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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</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:		
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

SECTION 4.6 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any

competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE NAME

OF FIRM DATE

.....

WITNESSES
1
2.
DATE:

SECTION 6: CONTRACT FORM: PART 1 (TO BE FILLED IN BY THE BIDDER)

BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2) MUST FILL THIS FORM IN DUPLICATE. BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

WITNESSES

1.

2.

DATE:

NAME OF FIRM

.....

SECTION 6: CONTRACT FORM: PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
Accept your bid under reference number T13/2020 dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL

STAMP

.....
.....

WITNESSES

1.

2.

DATE