



TENDER NO.: SC1260/2012

AUDITING OF ELECTRICITY METERS AND CONNECTIONS IN OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2015

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE: SCM UNIT
OVERSTRAND MUNICIPALITY
PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **MR. THEO POTGIETER**
TELEPHONE: **021 912 3000**

NAME OF TENDERER:	
Estimated Bid Price Kleinmond (Inclusive of VAT)	Refer to the Pricing Schedule Page 46
Estimated Bid Price Hermanus (Inclusive of VAT)	Refer to the Pricing Schedule Page 47
Estimated Bid Price Gansbaai and Stanford (Inclusive of VAT)	Refer to the Pricing Schedule Page 48

OCTOBER 2012

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS					
TENDER NUMBER:	SC1260/2012				
TENDER TITLE:	AUDITING OF ELECTRICITY METERS AND CONNECTIONS IN OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2015				
CLOSING DATE:	2012/10/26	CLOSING TIME:	12H00		
SITE MEETING:	DATE: 2012/10/16	TIME:	10H00	COMPULSORY:	YES
SITE MEETING ADDRESS:	OVERSTRAND MUNICIPALITY, ONRUS ELECTRICAL DEPOT, MOLTENO STREET, ONRUS RIVER, HERMANUS				
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:			
BID BOX NO:	1	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.			
OFFER TO BE VALID FOR:	60	DAYS FROM THE CLOSING DATE OF BID.			

TENDERER DETAILS			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.:	
E-MAIL ADDRESS:			

TENDER AMOUNT (INCLUDING VAT) :	Not Applicable
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
a) Tenders that are deposited in the incorrect box will not be considered.
b) Tender box deposit slot is 28cm x 2.5cm.
c) Mailed, telegraphic or faxed tenders will not be accepted.
d) If the bid is late, it will not be accepted for consideration.
e) Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	PEDRO PETERS	THEO POTGIETER
TEL. No	028 313 8956	021 912 3000

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PART T1 : TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the: **Auditing of electricity connections and meters in the Overstrand Municipal area for a contract period ending 30 June 2015.**

Tender documents, in English, are obtainable from **Friday, 05 October 2012**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus; Tel. 028 313 8974 from Ms. Anin Moore between 08h30 and 15h30 upon payment of a **non-refundable tender participation fee of R490.00 per set**. Bank guaranteed cheques are to be made payable to "Overstrand Municipality".

Sealed tenders with "**Tender No. SC 1260/2012: Auditing of electricity connections and meters in the Overstrand Municipal area for a contract period ending 30 June 2015.**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 1** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the tender is on **26 October 2012 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

A **compulsory briefing session** will be held at **10h00 on Tuesday, 16 October 2012** at the Overstrand Municipal Electrical Depot, Molteno Street, Onrus River.

Tenders must be **valid for 90 days** after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

The Overstrand Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the General Conditions of Contract and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer technical enquiries to **Mr. Theo Potgieter** at telephone number: **021 912 3000**.

T1.2 TENDER DATA

The Conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (refer: www.cidb.org.za) and included as Appendix A in this document.

The Standard Conditions of Tender make several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

CLAUSE	WORDING				
F.1.1	The employer is OVERSTRAND MUNICIPALITY.				
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>PART T1 : TENDERING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>PART T2 : RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Form of Offer and Acceptance</p> <p>C1.2: Contract Data</p> <p>PART C2 : PRICING DATA</p> <p>C2.1: Pricing Data</p> <p>C2.2: Bills of Quantities</p> <p>PART C3 : SCOPE OF WORK</p> <p>C3.1: Scope of work</p>				
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>a) Experience of key-personnel</p> <p>b) Availability of resources</p> <p>c) Previous experience on contracts of a similar nature</p> <p>d) Minimum score for quality must be achieved.</p> <p>e) Attendance of compulsory clarification meeting.</p>				
F.2.1.1	<p>Minimum score for quality</p> <p>In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality as stated below.</p> <p>The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality (S₀) will be the sum of the scores achieved for the individual criteria.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Description of quality criteria</th> <th style="text-align: center;">Maximum possible score</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> </tbody> </table>	Description of quality criteria	Maximum possible score		
Description of quality criteria	Maximum possible score				

CLAUSE	WORDING	
	Experience of key-personnel	20
	Previous experience on contracts of similar nature	15
	Availability of resources	15
	Maximum possible score for quality (M_s)	50
	<p>The minimum score for quality (S₀) is 30 out of a maximum possible score (M_s) of 50. Tenderers that fail to achieve the minimum score for quality will NOT be eligible for evaluation and their tender offer will be rejected.</p> <p>A more detailed explanation of the quality criteria is given below:</p>	
F2.1.1.1	<p>Experience of key-personnel</p> <p>The work required in terms of this project is considered to require considerable expertise and it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key-personnel to be directly involved with this contract have relevant experience related to similar successfully completed projects and particular fields of specialization.</p> <p>Tenderers must complete Schedule T2.2.2 of the Returnable Schedules, for the key personnel identified for each listed position to point out similar successfully completed projects and experience that is relevant to this project for each of the key-personnel indicated based upon which up to 20 points for quality will be awarded to the tenderer under consideration (see Appendix C for criteria of points allocation) in this regard.</p>	
F2.1.1.2	<p>Previous experience on contracts of similar nature</p> <p>Tenderers must complete Schedules T2.2.4 and T2.2.5 of the Returnable Schedules, which is a list of the tenderer's past work experience in terms of similar successfully completed projects. All relevant information must be provided based upon which up to 15 points for quality will be awarded to the tenderer under consideration (see Appendix C for criteria of points allocation) in this regard.</p> <p>Note: Where the entity tendering is a joint venture, a score for track record will be awarded to each party to the joint venture which will then be combined in proportion to the percentage contribution of each party to the joint venture.</p>	
F2.1.1.3	<p>Availability of resources</p> <p>Tenderers must complete Schedules T2.2.1 and T2.2.3 of the Returnable Schedules. This list shall be compiled strictly in accordance with the scope of work in this tender, and will be awarded up to 15 points for quality (See Appendix C for criteria of points allocation).</p> <p>The scoring sheets that will be used to evaluate the quality submissions are included as Appendix C: Quality Evaluation Form. Tenderers are advised to carefully study these sheets to ensure that the correct information in this regard is provided in the relevant schedules.</p> <p>These sheets only serve as an indication to the tenderers on the methods and points criteria that will apply to the evaluation of quality of their tender offers. The sheets will be completed by the Engineer based on the information supplied in the relevant schedules prior to tender evaluation.</p> <p>Tenderers that fail to supply the information requested in any of these schedules and in the specific format with their tender offers will score NO eligibility points in the particular regard.</p>	
F3.2	<p>Issue addenda</p> <p><i>Add the following to F.3.2:</i></p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>	

CLAUSE	WORDING
F3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time: 12:00 on Friday, 19 October 2012</p> <p>Location: Overstrand Municipality, Magnolia Ave, Hermanus</p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is indicated in the Preferential Procurement Policy of Overstrand Municipality and will be in line with the Preferential Procurement Regulations of 2011.</p>
F3.13 F.3.13.1	<p>Overstrand Municipality reserves the right to scale down on the Scope of Work in order for the tender value to fit into available budget.</p> <p>Tender offers will only be accepted on condition that :</p> <ol style="list-style-type: none"> a) the offer section of the "Form of offer and acceptance" (Part C1.1) is fully completed and signed. b) the tenderer submitted with his tender an original Valid Tax Clearance Certificate as issued by the South African Revenue Services; c) the tenderer is not in arrears for more than three (3) months with municipal rates and taxes and municipal service charges; d) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and e) the tenderer has not abused the Employer's Supply Chain Management System nor failed to perform on any previous contract.
F3.16	<p>If the Supply Chain Management Bid Adjudication Committee, or the Municipal Manager, has resolved that a tender be accepted, the successful and unsuccessful Tenderers shall be notified in writing of this decision.</p> <p>The Supply Chain Management clause 49 of the Municipality gives any person whose rights have been affected by such a decision, the right to appeal such decision within 10 business days of notification of the decision.</p> <p>Any tenderer wishing to exercise this right, must submit their appeal in writing to the Municipal Manager, PO Box 20, Hermanus, 7200. The format of the appeal must:</p> <ul style="list-style-type: none"> ▪ set out the reasons for the appeal; ▪ state in which way the appellant's rights have been affected by the decision; ▪ state the remedy sought, and ▪ be accompanied by a copy of the notification advising the tenderer of the decision of the Supply Chain Management Bid Adjudication Committee or Municipal Manager as applicable. <p>Tenderers are also hereby informed of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No. 3 of 2000).</p> <p>The notification of decision sent to the successful tenderer is not acceptance in terms of the form of offer and acceptance and no rights shall accrue to the successful tenderer in terms of this notification.</p> <p>The consideration of appeals and if necessary, the invalidation of any decision, made, dealt with in terms of the Municipality's appeals process.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employer is one (1).</p>

PART T2 : RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

T.2.1 LIST OF RETURNABLE DOCUMENTS**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

The tenderer must complete the following returnable schedules as relevant:

- T2.2.1 Staffing Profile
- T2.2.2 Proposed Key Personnel
- T2.2.3 Schedule of Construction Plant
- T2.2.4 Schedule of Previous Work Carried Out
- T2.2.5 Schedule of Previous Work Carried Out By Bidder for Overstrand Municipality
- T2.2.6 Joint Venture Disclosure Form
- T2.2.7 Proposed Amendments and Qualifications
- T2.2.8 Record of Addenda to tender documents
- T2.2.9 Declaration Concerning Fulfillment of the Construction Regulations, 2005
- T2.2.10 Certificate of Bidder's attendance at the compulsory site / clarification meeting
- T2.2.11 Documents of Incorporation

T.2.2 RETURNABLE SCHEDULES

T2.2.1

STAFFING PROFILE

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Own staff: Work description and skills	Number of staff
Staff to be employed for the project: Work description and skills	Number of staff

Signed		Date	
Name		Position	
Tenderer			

T2.2.2

PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel whom he proposes to employ on the project should his Bid be accepted, together with their qualifications, experience and positions held.

DESIGNATION	NAME	QUALIFICATIONS	EXPERIENCE ON SIMILAR PROJECTS/DETAIL OF PROJECTS	RAND VALUE OF PROJECT
Project Manager				
Project Supervisor				

Signed		Date	
Name		Position	
Tenderer			



T2.2.6

JOINT VENTURE DISCLOSURE FORM

GENERAL

- i) Refer Scope of Works: Paragraph C3
- ii) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- iii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iv) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- v) ABE partners must complete ABE Declaration Affidavits.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address
-
-
- c) Physical address
-
-
- d) Telephone
- e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

- 2.1(a)** Name of Firm
- Postal Address
- Physical Address
- Telephone
- Fax
- Contact person for matters pertaining to Joint Venture Participation Goal requirements
-



2.2(a) Name of Firm
 Postal Address
 Physical Address
 Telephone
 Fax
 Contact person for matters pertaining to Joint Venture Participation Goal requirements

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
 Postal Address
 Physical Address
 Telephone
 Fax
 Contact person for matters pertaining to Joint Venture Participation Goal requirements

3.2(a) Name of Firm
 Postal Address
 Physical Address
 Telephone
 Fax
 Contact person for matters pertaining to Joint Venture Participation Goal requirements

3.3(a) Name of Firm
 Postal Address
 Physical Address
 Telephone
 Fax
 Contact person for matters pertaining to Joint Venture Participation Goal requirements

(Continue as required for further non-Affirmable Joint Venture Partners)



4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

.....
.....

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) %

c) Affirmable Joint Venture Partner percentages in respect of *

(i) Profit and loss sharing

(ii) Initial capital contribution in Rand (R)

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rand (R).....

.....

.....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....

.....

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

NON-AFFIRMABLE JOINT VENTURE PARTNERS

PARTNER NAME

a)

b)

c)

d)

e)

AFFIRMABLE JOINT VENTURE PARTNERS

PARTNER NAME

a)

b)

c)

d)

e)



7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

a) **Joint Venture cheque signing**

.....
.....

b) **Authority to enter into contracts on behalf of the Joint Venture**

.....
.....

c) **Signing, co-signing and/or collateralising of loans**

.....
.....

d) **Acquisition of lines of credit**

.....
.....

e) **Acquisition of performance bonds**

.....
.....

f) **Negotiating and signing labour agreements**

.....
.....

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

a) **Supervision of field operations**

.....

b) **Major purchasing**

.....

c) **Estimating**

.....

d) **Technical management**

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

a) **Identify the “managing partner”, if any**

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

- b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....

.....

.....

- c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

10. PERSONNEL

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).



(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date



Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of

Name

Address

Telephone

Date

[Continue as necessary]

T2.2.8
RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

T2.2.9

DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

- 1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

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

- 2. Indicate which approach shall be employed to achieve compliance with the Regulations.

.....(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	

- 3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....

.....

- 4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....



5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

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

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

(Name in Print):

2. ID NO:

(Name in Print):



T2.2.10

CERTIFICATE OF BIDDER'S ATTENDANCE AT THE COMPULSORY SITE/CLARIFICATION MEETING

This is to certify that I, **(NAME IN PRINT)**,
 representative of (Bidder)

 of (address)

 Telephone number
 Fax number
 visited and inspected the Site / Attended Clarification Meeting on (date)
 in the company of (Employer's Representative)

SIGNATURE OF BIDDER'S REPRESENTATIVE:

SIGNATURE OF EMPLOYER'S REPRESENTATIVE:

T2.2.11**DOCUMENTS OF INCORPORATION**

The tenderer must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

PART C1 : AGREEMENT AND CONTRACT DATA
--

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.1 : FORM OF OFFER AND ACCEPTANCE
--

TENDER NO.: SC1260/2012

**AUDITING OF ELECTRICITY METERS AND CONNECTIONS IN
OVERSTRAND MUNICIPAL AREA**

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

AUDITING OF ELECTRICITY METERS AND CONNECTIONS IN OVERSTRAND MUNICIPAL AREA

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

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

This offer is based on the rates for the work as per the Pricing Schedules :

HERMANUS AREA

Rates as per the Pricing Schedule on Page 48

GANSBAAI AND STANFORD AREA

Rates as per the Pricing Schedule on Page 49

KLEINMOND AREA

Rates as per the Pricing Schedule on Page 47

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in terms of the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the **Tenderer**
(Name and address of organization)

Name and signature of witness Date



2. ACCEPTANCE

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

The terms of the contract are contained in

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall, within two weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Signature(s)

Name(s)

Capacity

for the **Employer**

(Name and address of organization)

Name and signature of witness

Date



3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject

Details

2. Subject

Details

3. Subject

Details

4. Subject

Details

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s)

Names(s)

Capacity

for the **Employer**
(Name and address of organisation)

Name and signature of witness Date

Signature(s)

Names(s)

Capacity

for the **Tenderer**
(Name and address of organisation)

Name and signature of witness Date

C1.2: CONTRACT DATA

The Conditions of Contract are the “General Conditions of Contract for Government Procurement, July 2010”.

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1. DEFINITIONS

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 “GCC” means the General Conditions of Contract.
 - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other

direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten 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, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 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.

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9. PACKING**
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
- 10. DELIVER AND DOCUMENTS**
- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.
- 11. INSURANCE**
- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

14. SPARE PARTS

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

15. WARRANTY

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of

loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

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

17. PRICES

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

18. CONTRACT AMENDMENTS

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for perfor-

mance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily available.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

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

23. TERMINATION FOR DEFAULT

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. FORCE MAJEURE

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without

compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

28. LIMITATION OF LIABILITY

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 PROHIBITION OF RESTRICTIVE PRACTICES

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

PART C2 : PRICING DATA

C2.1 Pricing Instructions

C2.2 Bills of Quantities

C2.1 : PRICING INSTRUCTIONS**C2.1.1 PREAMBLE TO THE TENDER RATES**

- C2.1.1.1 All prices shall be quoted in the currency of the Republic of South Africa and will be held to be firm unless otherwise stated, in which case sufficient information must be afforded at the time of tendering to indicate the basis on which payment shall be adjusted.
- C2.1.1.2 The Tenderer shall enter a price against each item in the schedule of prices. If the Tenderer fails to enter a price against any item in the schedule of prices the relevant cost for such item shall be regarded as being covered by other prices in the schedule of prices. Should an item specifically be excluded from the offer submitted, such tender will be regarded as non-responsive and not be considered.
- C2.1.1.3 The prices quoted against each item of these schedules shall cover the full inclusive cost of everything required for the execution of the work under the item plus an apportionment of any cost involved in meeting the obligations and liabilities imposed by the conditions of contract and in complying with the specifications.
- C2.1.1.4 The prices quoted for the supply of plant and equipment shall include for all handling, loading, transporting and of-loading required for the delivery of the plant and equipment to the site, including in the case of of-site storage for double handling at the store.
- C2.1.1.5 The prices quoted for erection and installation shall include for all handling, loading, transporting and of-loading, to take plant and equipment to place on site where required, erection, installation, painting, commissioning, operating, testing, adjusting, handing over in proper working order and upholding for a period of 12 months, all as specified.
- C2.1.1.6 Any additional charges in connection with of-site storage which there may be over and above the prices quoted in the various sections of these schedules of prices shall be set out in detail by the Tenderer.
- C2.1.1.7 The tendered rates and amounts must exclude Value Added Tax (VAT) but must include all levies, other taxes and duties on items to which they apply.
- C2.1.1.8 Amounts allowed for contingencies will be spent in part or as a whole at the sole discretion of the Employer.
- C2.1.1.9 Schedule of Prices shall be completed and signed in black ink. Corrections must be done by deleting; rewriting and initialling next to the amendment.
- C2.1.1.10 Quantities used in the schedule of rates are estimated and for indicative purposes only. Payment for work done will be based upon verified quantities.
- C2.1.1.11 All rates tendered must be valid for a three(3) year period. No escalation will be applicable.
- C2.1.1.12 This tender includes the auditing of three areas in Overstrand Municipality, namely Gansbaai/Stanford, Kleinmond and Hermanus. One(1) contractor will however be appointed for each area and the Tenderer therefore has the option to tender for one, two or all three areas.

C2.2 : SCHEDULE OF TENDER RATES
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C.2.2.1 KLEINMOND

Task	Rate (Labour only)	Total
Auditing of meter and completion of audit form		
Sealing of meter		
Replacement of meter face		
Installation of new meter with base		
Tamper investigation, disconnection of tampered meter and tamper fine		
Restoring supply after payment of reconnection fee		
Tracing and removal of illegal service connection (extension cords)		
Identification and tagging of service connection circuit breaker on pole or kiosk		

- **Tariffs must provide for all costs (subsistence/transport and sundries)**

C.2.2.2 HERMANUS

Task	Rate (Labour only)	Total
Auditing of meter and completion of audit form		
Sealing of meter		
Replacement of meter face		
Installation of new meter with base		
Tamper investigation, disconnection of tampered meter and tamper fine		
Restoring supply after payment of reconnection fee		
Tracing and removal of illegal service connection (extension cords)		
Identification and tagging of service connection circuit breaker on pole or kiosk		

- **Tariffs must provide for all costs (subsistence/transport and sundries)**

C.2.2.3 GANSBAAI AND STANFORD

Task	Rate (Labour only)	Total
Auditing of meter and completion of audit form		
Sealing of meter		
Replacement of meter face		
Installation of new meter with base		
Tamper investigation, disconnection of tampered meter and tamper fine		
Restoring supply after payment of reconnection fee		
Tracing and removal of illegal service connection (extension cords)		
Identification and tagging of service connection circuit breaker on pole or kiosk		

- **Tariffs must provide for all costs (subsistence/transport and sundries)**

PART C3 : SCOPE OF WORK

C3.1 Scope of work

C3.1 : SCOPE OF WORK

WORD DESCRIPTIONS

The word “Tenderer” in this document mean and includes any individual, firm of contractors, any company, closed corporation or partnership.

The word “Council” and/or “Town Council” in this document means the Town Council of the Overstrand Municipality.

The word “Employer” in this document means Overstrand Municipality

The words “Municipal Financial Official” in this document means the Chief Financial Officer of the Overstrand Municipality or his delegate.

The words “Electro-technical Town Engineer” and “Electricity Department” in this document mean the Chief Electro-technical Engineering Official in the service of Overstrand Municipality and the Electricity Department of the Overstrand Municipality.

The words “Authorised Official” henceforth referred to as “AO” in this document mean the official(s) involved with the debtors system of the Overstrand Municipality.

The word “Co-ordinator” in this document will mean the official in the service of the Electricity Department of the Overstrand Municipality who is responsible for the implementation of the “Revenue Protection Processes” in any of the areas.

The words “tamper” and “bypass” refer to the manner in which electricity meters are tampered with illegally.

The words “Sealing procedure” refer to the processes that are followed throughout the entire Overstrand Municipal Area to effectively seal meters.

The words “Revenue Protection” refer to the concept of loss control that is applied in the Overstrand Municipality. Instructions regarding the processes are contained in the “Code of Conduct” of the South African Revenue Protection Association (SARPA). (South African Bureau of Standards quality guideline NRS 055).

The words “area” and “areas” in this document refer to the following specific areas:

KLEINMOND: Rooiels, Hangklip Smallholdings, Pringle Bay, Betty’s Bay, Kleinmond, Overhills/Proteadorp/Extension 6.

HERMANUS: De Bos, East Cliff, Hermanus Heights, Fisherhaven, Hawston, Mount Pleasant, North Cliff, Mooisig, Onrus, Sandbaai, Voëlklip, Vermont, West Cliff, Zwelihle, CBD Hermanus.

STANFORD: Stanford North, Stanford South

GANSBAAI: Baardskeerdersbos, Birkenhead, Blompark, De Kelders, Franskraal, Gansbaai, Industry Park, Kleinbaai, Masakhane, Pearly Beach.

SERVICES REQUIRED

Overstrand Municipality invites interested and competent persons to submit tenders for **AUDITING OF ELECTRICITY METERS AND CONNECTIONS IN OVERSTRAND MUNICIPAL AREA.**

This tender includes the auditing of three areas in Overstrand Municipality, namely Gansbaai/Stanford, Kleinmond and Hermanus. One(1) contractor will however be appointed for each area and the Tenderer therefore has the option to tender for one, two or all three areas.

The requirements for this tender include the following:

1. The auditing of electricity meters
2. Completion of an audit form with information on the findings
3. Sealing of meters
4. Examining and disconnection of tampered meters
5. Replacement of faulty meters
6. Rectification of unsafe/faulty installations
7. Restoring supply after payment of reconnection fee
8. Revisiting meters
9. Tracing of electricity distribution via the use of extension cords, and the disconnection thereof
10. Identification and tagging of consumer circuit breakers

Estimated number of electricity meters in the respective areas is as follows:

AREA	CONVENTIONAL METERS	PREPAYMENT METERS
Kleinmond	2 565	563
Hermanus	6 415	5156
Stanford	345	632
Gansbaai	3 351	2077

The numbers as indicated above are not static. They will increase in proportion to the development of vacant stands. Tenders must be submitted for the whole of Overstrand. Prospective tenderers should however note that all meters must be audited within the allowed space of the audit period. The size of areas tendered for, should therefore be consistent with the capacity of the Tenderer.

Address lists for auditing purposes will be provided by the Municipality and will initially be based on low consumption areas.

TENDER SPECIFICATION
REQUIREMENTS:

The quality of all the actions as contained in the tender document must comply with the requirements as stipulated in the "Revenue Protection Code of Conduct (NRS 055)". All work done on electrical equipment or infrastructure shall be as per SANS 10142 and shall be executed only by a competent person.

1. The auditing of electricity meters

Each prospective tenderer must verify and check all meters and metering data in the area allocated to him/her and be willing to:

- Audit when and where required by the Employer
- Perform special audits in order to sort out problems
- Pay after-hours visits to stands/premises where nobody was found home during first visit
- Visit "holiday homes" during weekends, long weekends and holidays as necessary

2. The completion of audit forms with information on findings

All data regarding the mentioned processes must be captured into a web based information system.

The tenderer must take note that the total auditing process will be based on a field operator using a cell phone (Smartphone) to update the audit data in real-time on a specific web connected server that will be provided by others.

The Cell phone (Smartphone) is recommended to have the following minimum capabilities:

- Access to the Internet via 3.5G / 3G / HSDPA / GPRS (Speeds higher than HSDPA is preferred, dependent on Cell Network Chosen)
- A Browser, on the cell phone, that is capable of accessing native HTML websites (as opposed to websites designed specifically for mobile HTML)
- Standard GPS and Assisted GPS capability

The form used for capturing the information will be 'location aware'; therefore the cell phone also needs to have GPS and/or AGPS capability enabled at the time of form submission. This is to enable the form to capture the GPS coordinates of the user when they are updating the form. Assisted GPS would be needed in areas where Standard GPS has difficulty in acquiring signal from the satellites.

Because the audit information is submitted via the internet link of the cell phones service provider, the tenderer must be aware that there (more than likely) would be a data charge involved in the submission of the audit information (unless the package associated with the cell phone has included in its contract fees).

3. Sealing of meters

The purpose of the tender is to correctly seal each meter in the area of the Overstrand Municipality by:

- Placing seals on each meter that is audited but has not been sealed
- Placing seals on each meter that was found "tampered" with
- Placing seals on each meter that was replaced

If the Employer should require the removal and replacement of old seals, this instruction must be adhered to immediately. NRS 096-1, ELECTRICITY METERING — ANCILLARY SPECIFICATIONS. Part 1: The sealing of electricity meters, shall be complied with where applicable.

4. Examining and disconnection of tampered meters

The purpose of the tender is to correctly investigate each meter that was tampered with in the Overstrand Municipality, by:

- Immediately contacting the Employer and provide all details of tampered meter
- Issuing tamper letters with copies to the Employer
- Immediately disconnecting supply in pole box or in kiosk
- Restoring supply within 48 hours after payment of reconnection fee (only after confirmation from the Employer that fee has been paid)
- Conducting further investigations if tampering persists

5. Replacement of faulty meters

The purpose of the tender is to replace faulty meters in the Overstrand Municipal area with meters as issued by the Employer. The meters are available from the Electricity Department and proper registration processes for the new meters must be followed. Details of these processes will be provided by the Employer.

6. Rectification of unsafe/faulty installations

The purpose of the tender is to rectify unsafe/faulty installations in the Overstrand Municipal area. These rectifications will be limited to unsafe/faulty aspects of the connections and meters and will not include any work on the medium and low voltage distribution networks. Details of each of these unsafe or faulty situations must be discussed with the Employer who will then give approval of the intended work. Upon requested to rectify unsafe/faulty installation the requirements of NRS 057 - CODE OF PRACTICE FOR ELECTRICITY METERING, **adopted as SANS 474**, will be adhered to.

7. Restoring supply after payment of reconnection fee

The purpose of the tender is to restore the supply that has been disconnected in the Overstrand Municipal area within 48 hours after the "AO" has notified the tenderer that the required fee has been paid.

8. Revisiting of meters

The purpose of the tender is to revisit meters within the Overstrand Municipal area as instructed by the Employer to ensure that seals, as placed, have not been interfered with.

9. Tracing of electricity distribution that uses extension cords

The purpose of the tender is that during the auditing of meters within the Overstrand Municipal area as instructed by the Employer, the illegal distribution of electricity via extension cords will also be scrutinized and removed in order to prevent unsafe situations.

10. Identification and tagging of consumer circuit breakers

The purpose of the tender is to identify each consumer's circuit breaker in the polebox or kiosk and tag it with the necessary stand number. The necessary testing equipment to identify each service connection without disconnection of the supply must be provided by the Tenderer. All tags will be provided by the Employer.

11. Validity duration and Contract period

The Municipality reserves the right to accept any tender within 90 days after the closing date thereof. The Tenderer must be prepared to legally deliver the tender conditions and his/her offer for the mentioned period.

The term of appointment will span a period of three Municipal financial years and will commence at the end of the month during which the Municipality has notified the successful Tenderer(s) in writing.

OPERATIONAL PROCEDURE
1. The auditing of electricity meters

The successful tenderer must firstly compile a form that will comply with the requirements of the Overstrand Municipality. Other letters and warnings that may from time to time be needed must also be compiled. The forms must be translated into at least two of the three official languages of the Western Cape used in the specific area where audits will be done.

- Meters must be visited according to the regulations of the Employer
- Each stand must be visited and an audit form completed which must contain the name of the consumer, as well as information regarding the meter and seals
- The testing of each meter must be performed by using “trip codes” for the disconnection of prepaid electricity meters, the disconnection of the main switch with conventional electricity meters and the switching on of all appliances to test if the entire supply of a house is being metered. Any other test instructed by the Employer must also be performed at his/her request
- Unsealed meters must immediately be sealed according to the sealing procedure
- In the absence of sealing holes, the supply must be disconnected at the pole or in the kiosk, after which holes must be drilled, the meter sealed and the power reconnected again
- In the event of the meter going into “tamper mode”, a repair code must be obtained from the Employer
- Test findings must also be indicated on the audit form
- The consumer and or his/her representative and the auditor must sign the audit form

Each meter that does not pass the test must be carefully examined to determine whether it had been tampered with, or whether it is faulty or had been damaged.

2. Examining and disconnection of tampered meters

Note that all action around the investigation of tampering will be done such that evidence collected will withstand the scrutiny of the South African court systems, should any incident generate court action.

If it is established that a meter has been tampered with, the following steps must be taken in the correct order:

- The consumer or his/her representative must be shown where the illegal connection, “bypass” or tamper is
- Photographs must be taken of the meter/“bypass”/illegal connection
- Any illegal wires or any other objects supplying unmetered electricity must immediately be removed. Evidence must be kept and recorded for further investigations
- The supply must be disconnected either in the kiosk or on the pole in such a way that the consumer will not be able to reconnect it himself
- A “Tamper form” must be completed and handed over to the consumer or his/her representative. At the same time the method of payment of the reconnection fee must be explained to him/her.
- The meter must be sealed with a blue “tamper seal” and it must be explained to the consumer that a second tamper reconnection fee will be issued if the seal should be broken.
- Statements must be taken from consumers in the event of a tamper being disputed, or if criminal charges are laid against the consumer, or if it is required by the Municipality
- Criminal charges must be laid with the SAPS on behalf of the Overstrand Municipality in the event of any Municipal property having been stolen or maliciously damaged, or if a consumer tampers with the installation for a third time

- The Tenderer must assist the SAPS in the further investigation of the case
- Evidence must be brought before a court on behalf of the Municipality by the auditor who was responsible for the disconnection of the supply
- A complete report must be submitted to the Employer on completion of the investigation into the “tamper cases”

3. Replacement of faulty meters

In the event of faulty meters being found during the audit process, they must be replaced with new ones as soon as possible. Damaged meters can only be replaced with the permission of the Employer. From time to time the Municipality can request that any other electricity meters also be replaced.

- Supply must first be disconnected at pole or kiosk
- The old meter must be removed and replaced with a new one
- The area must be cleaned and made safe after completion of the work
- The meter must be sealed according to procedure
- All the necessary documentation must be completed, including any readings on the meters as applicable
- The old meter must be marked and handed over to the Employer

4. Revisiting of meters

The Tenderer must regularly visit all premises where “tampered” meters have been sealed by him/her in order to establish whether seals are still in place and the supply still disconnected. The time and frequency of control visits will be determined by the Employer and must be executed in a manner agreed upon between the Employer and the Tenderer

5. Claims

- It is the responsibility of the Tenderer to provide for possible claims that may arise from erroneous disconnections by the Tenderer or staff acting on his/her behalf.
- The Tenderer will be held responsible for any damage/faults regarding the electricity connection that can be ascribed to reckless and/or misconduct by him/her.
- The Council will be responsible for claims arising from disconnections due to faulty information provided by the AO on the disconnection form.

6. Training

The successful Tenderers will be trained by the Employer’s Engineering and Electricity Department during a session of approximately four hours, in order to perform connections and disconnections according to the accepted procedures. The aim of this training will be to give the Tenderer the opportunity to acquaint himself with the procedures and technical guidelines used by the Employer. As it is accepted that the Tenderer must be competent as per the requirements of the Law, the training session will not be used to train the Tenderer in the fundamentals of electrical systems.

7. Tools/equipment and staff

The Tenderer should have at his/her disposal and/or hand in the following:

- The required transport and staff to complete work within a designated time span
- In the case of electrical work, the necessary authorization or qualifications and trained persons to work with live electricity supply or live overhead conductors to the satisfaction of the Deputy Director: Electro-technical Services or his authorised appointee.
- The necessary fibre glass ladders and safety equipment to be able to disconnect live power supply on overhead conductors

- The necessary cable locators to identified service cables without disconnecting the supply
- Any other equipment, computer hardware and software necessary to successfully execute this contract

8. Assistance to the Tenderer

If the Tenderer should be doubtful about a particular electricity meter, the correct meter will be pointed out by the Municipality at his/her request.

9. Hours of duty

- Connections and disconnections are, as a rule, done during normal working hours
- It is preferred that disconnections be done during normal working hours so as to allow the consumer the opportunity to arrange for payment of the reconnection fee
- Supply should also be restored during working hours
- The Municipality will not differentiate between normal working hours or after-hours connections and disconnections with regard to the remuneration of the Tenderer.

10. Occupational Health and Safety

The Tenderer will be required to compile a project specific Occupational Health and Safety Plan for each area where he will work. The Plan must as minimum identify all possible risks associated with the execution of the contract and must provide details of how these risks will be handled. Complete details of the competency of each member of the Tender must also be provided.

Method statements for normal working procedures as well as for risk analysis will be required as part of the Plan.

The Plan must be handed in for the Employer's approval. The compulsory mandatory agreement between the Tender and the Employer shall be included in this Plan. (Regulation 37) No work shall be executed without an approved OH&S Plan. The approved Plan will be used as basis for the compilation of an OH&S file which again will be used to record daily safety issues.

The successful Tenderer must provide his own day-to-day security during the execution of any task. In case of proven high risk areas, the Municipality will assist in protection of personnel.

REMUNERATION

The Tenderer must submit a monthly invoice / tax invoice to the Council clearly indicating the following:

- Number of electricity meters audited during a particular month
- Number of electricity meters disconnected for the particular month
- Number of electricity meters reconnected for the particular month
- Number of control visits for the particular month
- VAT amount (where applicable)
- Total payable

The invoice must be accompanied by a certificate certifying that all meters that had to be disconnected or reconnected according to the notice, were in fact disconnected or reconnected and that the number of electricity meters indicated on the invoice, were in fact audited. A full audit trail of the meters audited will be kept, such that it would be possible to fully account for any work that has been invoiced, should it become necessary to audit work done.

Payment of the invoice will be made by the Overstrand Municipality in line with the Overstrand SCM Policy.

No remuneration will be payable in the event of faulty connections or reconnections having been made, except if proof can be delivered that the error had occurred due to faulty information being supplied by the AO.

A levy equalling three times the tender amount will be claimed from the Tenderer in the event of a disconnection or reconnection of electricity supply not taking place within the prescribed time, or if the disconnection/reconnection occurs at an incorrect address.

APPENDIX A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

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6. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)
7. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
8. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION
9. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES
10. DECLARATION BY TENDERER

CHECKLIST

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

1.	Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	
2.	Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached?	
3.	MBD 4 (Declaration of Interest) Is the form duly completed and signed?	
4.	MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	
5.	MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	
6.	MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	
7.	MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	
8.	DATA BASE REGISTRATION Is the form duly completed and signed? Are ALL the supporting documents attached?	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

AUTHORITY TO SIGN A BID

1. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____, 20____, Mr/Mrs _____
 _____ (whose signature appears below) has been duly authorized to sign all documents in connection with this bid on behalf of _____
 (Name of Company) in his/her capacity as _____

Full name of Director	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____
 hereby authorize Mr/Ms _____ to sign this bid as well as any contract
 resulting from the bid and any other documents and correspondence in connection with this bid and /or con-
 tract for and on behalf of _____ (name of firm).

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature

SIGNED ON BEHALF OF COMPANY:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid.**

By resolution of members at a meeting on _____ 20____ at _____
 _____, Mr/Ms _____, whose
 signature appears below, has been authorized to sign all documents in connection with this bid on behalf of
 (Name of Close Corporation) _____

Full name of member	Residential address	Signature

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2 :	

GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus

Please Note:

- ◆ **Tenders that are deposited in the incorrect box will not be considered.**
 - ◆ **Tender box deposit slot is 28cm x 2.5cm.**
 - ◆ **Mailed, telegraphic or faxed tenders will not be accepted.**
 - ◆ **Documents may only be completed in black ink.**
 - ◆ **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.**
 - ◆ **All bids must be submitted in writing on the official forms supplied (not to be re-typed)**
 - ◆ **All prices shall be quoted in South African currency and be EXCLUSIVE of VAT.**
3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
 5. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
 6. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 9. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 10. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
 11. All prices shall be quoted in South African currency and be **EXCLUSIVE** of VAT.
 12. This bid will be evaluated and adjudicated according to the following criteria:
 - Relevant specifications
 - Value for money
 - Capability to execute the contract
 - PPPFA & associated regulations

_____ *[insert any other criteria]*

13. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality

PO Box 20

Hermanus, 7200

14. Value-Added Tax (VAT)

14.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.

14.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

14.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

14.4. The VAT registration number of the Municipality is 4140106396.

15. Standard Payment Terms

15.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.

15.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises

15.3. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.

15.4. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.

15.5. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates 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



MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
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, shareholder ² etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

¹ 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.

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



3.9.	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	
3.9.1.	If so, furnish particulars:				
3.10.	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	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal 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	
3.13.1.	If so, furnish particulars:				



MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)

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, 2011.

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 R1,000,000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2. The value of the bid for each area is estimated to not exceed R1,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.

1.3.1. The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1. Price	80
1.3.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The Municipality 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 Municipality.

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 2.3. *“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;
- 2.4. *“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;
- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. *“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;
- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *“Sub-contract”* means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *“Trust”* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. *“Trustee”* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.



3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

4.1. 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:

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



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

6. BID DECLARATION

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

6.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.2.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? <i>(Tick applicable box)</i>	YES		NO	



8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise		
VAT registration number		
Company registration number		
TYPE OF ENTERPRISE (Tick applicable box)	Partnership / Joint Venture / Consortium	
	One person business / sole proprietor	
	Company	
	Close Corporation	
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 ENTERPRISE HAS BEEN IN BUSINESS		

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on 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 *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



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.

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? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
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	No
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	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.7.1	If so, furnish particulars:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids³ 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).⁴ Collusive bidding is a *per 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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;

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ 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.



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 consortium⁵ 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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ 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.



MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

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

I, _____,
 (full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____,
 on the _____ day of _____ 20_____.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
--	--

SIGNATURE:		NAME (PRINT):	
CAPACITY:		NAME OF FIRM:	

For office use (comments):

DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium *citandi et executandi* in the Republic at:

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	

APPENDIX B – DATABASE REGISTRATION

DATABASE REGISTRATION

A	If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION		
SCM DATABASE REGISTRATION NUMBER		SC	
NAME OF FIRM			
SIGNATURE		CAPACITY	
NAME (PRINT)			

B	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:		
1	Database Registration Form		
2	Vraelys Vir Voorkeurverkrygingsbeleid / Questionnaire For Preferential Procurement Policy / Iphepha Lemibuzo Yenqubo Ekhethekileyo Yokufumana		
3	Declaration By Supplier		
4	National Small Business Act No. 102 Of 1996 Classification		
5	Documents Required		
6	Nature Of Operations, Products Or Services		
7	Credit Order Instruction		

FOR OFFICE USE ONLY: <i>Confirm attachment of the completed documents</i>				
<i>I confirm that I have removed the Supplier Database Registration Forms from the tender document and forwarded it to the Supplier Database Official</i>				
<i>Pages removed from page number:</i>		<i>To page number:</i>		<i>Date</i>
<i>Print Name</i>		<i>Signature</i>		

DATABASE REGISTRATION FORM

VAT/BTW REG. NO: 4140106396		www.overstrand.gov.za		OM-C1							
HERMANUS Magnoliastraat 1 Magnolia Street ☒ 20 7200 Tel. 028 313 8152 Faks/Fax. 028 313 8182		HANGKLIP-KLEINMOND 5de Laan 39 5th Avenue Privaatsak X3 Private Bag 7195 Tel. 028 271 8100 Faks/Fax. 028 271 4100		 STANFORD Queen Victoriastraat 15 Queen Victoria Street ☒ 84 7210 Tel. 028 341 0640 Faks/Fax. 028 341 0445							
GANSBAAI Hooftstraat Main Road ☒ 26 7220 Tel. 028 384 0111 Faks/Fax. 028 384 0241											
KREDITEURE: Registrasie op databasis ingevolge:		Wet op die Raamwerk vir Voorkeurverkryingsbeleid, 2000 (Wet No. 5 van 2000) (Goewermentskennisgewing No.97 van 03 Februarie 2000 – Staatskoerant Nr. 20854); Voorkeurverkryingsregulasies (No. R.502 van 8 Junie 2011) uitgevaardig ingevolge bogemelde Wet (Staatskoerant Nr. 34350); Wet Op Plaaslike Regering: Munisipale Finansiële Bestuur No. 56 Van 2003; Munisipale Voorsieningskanaalbestuursregulasies (Nr. 868 van 30 Mei 2005 – Staatskoerant Nr. 27636)									
CREDITORS: Registration on data base in terms of:		Preferential Procurement Policy Framework Act No. 5 Of 2000 (Government Notice No.97 van 03 February 2000 – Government Gazette No. 20854); Preferential Procurement Regulations (No. R.502 of 8 June 2011) promulgated in terms of abovementioned Act (Government Gazette No. 34350); Local Government: Municipal Finance Management Act No. 56 of 2003; Municipal Supply Chain Management Regulations (No. 868 of 30 May 2005 – Government Gazette No. 27636)									
ABANTU ENINAMATYALA KUBO: Ubhaliso kwindawo ekugcinwa kuyo iindawo ezaziwa ngento ngokuphathelele..		Ubume benkqubo ekhethekileyo yokufumana Umthetho ongumbolo 5 ka-2000 (Isaziso sikaRhulumente esingunombolo 97 we-3 kaFebruwari 2000-lphepha-ndaba lombuso likaRhulumente unombolo 20854); Imithetho yenkqubo ekhethekileyo yokufumana (Nombolo R502 ka-Juni 2011) umthetho owaziswe ngokubhekiselele ngumthetho ongasentla (lphepha-ndaba lombuso likaRhulumente elingunombolo 34350; Umasipala wengingqi: Umthetho wokulawula ezemali kamasipala ongumbolo 56 ka -2003; Ummiselo weNqubo yoLawulo lweTyathanga loKubonelela KaMasipala (Inombolo 868 ye 30 Meyi 2005- Isaziso sika Rhulumente -Nombolo 27636)									
Handelsnaam van onderneming											
Trade name of enterprise											
Igama lokushishina loshishino											
Posadres / Postal address											
Idilesi yeposi											
Plaasnaam/Besigheid straat adres / Name of Farm/Business street address / Igama lefama/idilesi yesitrato soshishino											
Aard van bedrywigheid wat beoefen word / Nature of activities conducted / Uhlobo lwemisebenzi eyenziwayo necandelo											
Tipe onderneming (Merk met X) / Type of enterprise (Mark with X) / Uhlobo loshishino (Phawula ngo-X)		1	Eenmansaak / Sole Proprietor/ Ushishino lomntu omnye	2	Vennootskap/ Partnership/ Uthehelwano	3	Openbare Sektor / Public Sector / Icandelo lomntu wonke	4	Maatskappy/Beslote Korporasie / Company / Close Corporation / Inkampani/mbumba evalekileyo	5	Ander: Klub, Trust, ens. / Other: Club, Trust, etc. / Ezinye: umbutho, itirasti, njl-njl.
Total number of years the Enterprise has been in business											
CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)											
BTW nommer / VAT number/ inombolo ye-VAT											
Inkomstebelastingverwysingsnommer van persoon/onderneming in 1. / Income Tax reference number of person/enterprise in 1. / Inombolo yesalathiso serhafu yengeniso yomntu/yoshishino olubalulwa ku-1.											
Indien u nie vir enige van bogenoemde geregistreer is nie, meld redes: / If you are not registered for any of the above, furnish reasons: / Xa ungazibhaleli nayiphi na into engaphezulu, nika izzathu:											
Besonderhede van verantwoordelike persoon of eienaar / Particulars of responsible person or owner / Iinkcukacha zomntu othatha uxanduva okanye zomnini											
Van / Surname / Ifani											
Voornaam / First name / Amagama											
Hoedanigheid / Designation / Ubume emsebenzini											
Besonderhede van skakelbeampte / Particulars of liaison officer / Iinkcukacha zomntu womanyano (Umntu onika iimbuyiselo)											
Voorletters en van / Initials and surname / Oonombumba bokuqala bamagama nefani											
Hoedanigheid/Designation/Ubume omsebenzi											
Selfoon / Cell phone / Iseloni											
Telefoon nr./Telephone no. /inombolo yefoni											
Faksnr. / Fax no. / Inombolo yeFeksi											
e-pos adres / e-mail address / I-imeyile											
Meld taalvoorkeur / Indicate language preference		Afrikaans									
		English									
Ek verklaar dat die inligting wat hierin verstrek is, waar en juis is. / I declare that the information herein furnished, is true and correct. / Ndixela ukuba ulwazi olunikweyo apha luyinyaniso kwaye lulungile.											
Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Usayino lomntu othathela uxanduva le ngxelo.											
Naam / Name / Igama		Hoedanigheid / Designation / Ubume emsebenzini				Datum / Date / Umhla					

PLEASE ATTACH A LIST OF SERVICES / COMMODITIES THAT YOU CAN SUPPLY

PREFERENTIAL PROCUREMENT REGULATIONS 2011

1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

1.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

2. BID DECLARATION

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

2.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
2.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
2.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

3	Persentasie aandeelhouding van persone geklassifiseer as jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ?	In/Ngaphakathi
	Is your business established within the area of jurisdiction of the Municipality? Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	Uit/Out/Ngaphandle

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the above-mentioned information is correct signed by myself/ourselves and the witnesses. / Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina

DECLARATION BY SUPPLIER

1.	This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*.			
2.(a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.			
2.(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:			
	(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;			
	(ii) been convicted for fraud or corruption during the past five years;			
	(iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;			
	(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or			
	(v) 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).			
3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	<input type="checkbox"/>	NO
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	<input type="checkbox"/>	NO
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	<input type="checkbox"/>	NO
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	<input type="checkbox"/>	NO
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	<input type="checkbox"/>	NO
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	<input type="checkbox"/>	NO
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	<input type="checkbox"/>	NO
3.9.1	If so, furnish particulars.			

3.10	Is the supplier 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)?	YES		NO	
3.10.1	If so, furnish particulars.				
3.11	Was the supplier 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		NO	
3.11.1	If so, furnish particulars.				
3.12	Does the supplier or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES		NO	
3.12.1	If so, furnish particulars.				
3.13	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES		NO	
3.13.1	If so, furnish particulars.				
CERTIFICATION					
I, THE UNDERSIGNED, _____, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.					
Signature		Position		Date	

* 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.

<p align="center">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p align="center">Apply official stamp of authority on this page:</p>
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National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"			Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture 11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying 21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing 30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction 50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications 71001 - 75999		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services 81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services 91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please list the products/services provided by your enterprise under the appropriate headings.

Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box and (i.e. nature of operations, products or services):

PRIMARY FUNCTION:	<input type="checkbox"/>	SECONDARY FUNCTION:	<input type="checkbox"/>
PRODUCTS	<input type="checkbox"/>	PRODUCTS	<input type="checkbox"/>
SERVICES	<input type="checkbox"/>	SERVICES	<input type="checkbox"/>
LABOUR	<input type="checkbox"/>	LABOUR	<input type="checkbox"/>
EQUIPMENT	<input type="checkbox"/>	EQUIPMENT	<input type="checkbox"/>

DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC's & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.				
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	SARS				
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	Department of Labour			
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	Department of Labour				
Security Officer's Board	If applicable –for security industry	If applicable – For security industry	Security Service Regulatory Authority				
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Is Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:

BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			

APPENDIX C – QUALITY EVALUATION FORMS

TENDER NO.: SC1260/2012
**AUDITING OF ELECTRICITY METERS AND CONNECTIONS IN
 OVERSTRAND MUNICIPAL AREA**
QUALITY EVALUATION FORMS**TENDER NO.:** SC1260/2012**TENDER TITLE:** AUDITING OF ELECTRICITY METERS AND CONNECTIONS IN OVER-STRAND MUNICIPAL AREA

Name of Tenderer:

Name of Evaluator:

1. ELIGIBILITY CRITERIA**1.1. Completion of applicable schedules**

Returnable Schedule	Page	YES	NO	Comments
Schedule T.2.2.1	12			
Schedule T.2.2.2	13			
Schedule T.2.2.3	14			
Schedule T.2.2.4	15			
Schedule T.2.2.5	16			

1.2. Declaration of tender eligibility in terms of quality

I hereby declare that the tender offer of

is **ELIGIBLE / NOT ELIGIBLE** for evaluation.

Reasons for tender offer not being eligible (if applicable):

Signed by evaluator: Date:

2. QUALITY EVALUATION CRITERIA

2.1. Previous experience on contracts of similar nature (maximum 15 points)

Points for the tenderer's past experience in terms of similar successfully completed auditing projects of electricity meters as per the included scope of work, will be scored based on the information supplied by the tenderer in Schedule T.2.2.4 and T.2.2.5.

Points will be allocated according to the tables below:

Previous Work All Areas

Successfully completed projects with similar scope of work	Points	Score (A ₁)
5 projects or more OR Less than 5 projects = 2 points per project	10	
Score (A₁)		

Previous Work in Overstrand Municipal Area

Successfully completed projects with similar scope of work	Points	Score (A ₂)
2 projects or more	5	
1 project	2	
Score (A₂)		

Score A = A₁ + A₂ =	
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2.2. Experience of key-personnel (maximum 20 points)

Points for demonstrated experience of the tenderer's key personnel to be directly involved with this contract (if awarded) will be scored based on the information supplied by the tenderer in Schedule T.2.2.2.

Points will be allocated according to the tables below:

PROJECT MANAGER		
Experience as Project Manager on successfully completed general electrical projects	Points	Score (B ₁)
Value of Projects		
R1 million or more	5	
OR		
<input type="checkbox"/> R500 000 - R1 million	2	
OR		
R50 000 – R500 000	1	
Number of Projects Completed		
4 or more	4	
OR		
less than 4 = 1 point per project		
Tertiary Qualification		
Degree or National Diploma in Electrical Engineering	1	
None	0	
Score (B₁)		

PROJECT SUPERVISOR		
Experience as Project Supervisor on successfully completed similar projects	Points	Score (B ₂)
Value of Projects		
R1 million or more	5	
OR		
<input type="checkbox"/> R500 000 - R1 million	2	
OR		
R50 000 – R500 000	1	
Number of Projects Completed		
4 or more	4	
OR		
less than 4 = 1 point per project		
Qualification		
Qualified Electrician	1	
None	0	
	Score (B₂)	

Score B = B₁ + B₂ =	
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2.3. Availability of resources (maximum 15 points)

Points for tenderer's demonstrated understanding of the scope of work of this specific contract and his associated resources to be allocated to this project, will be scored based on the information provided by the tenderer in Schedule T.2.2.1 and T.2.2.3.

Points will be allocated according to the tables below:

Allocation of resources (Staffing)	Points	Score (C ₁)
Schedule fully completed in line with this specific scope of work.	5	
Schedule not completed but information provided separately. No direct relation to this specific project.	2	
No information provided	0	
Score (C₁)		

Allocation of resources (Construction Plant)	Points	Score (C ₂)
Schedule fully completed with specific reference to the scope of work. Full understanding demonstrated	10	
Schedule completed with limited reference to the scope of work. Limited understanding demonstrated.	5	
No information provided	0	
Score (C₂)		

Score C = C₁ + C₂ =	
--	--

TOTAL SCORE : SCORE A + SCORE B + SCORE C =	
--	--